Azure Finance No.2 plc

(*a public limited company incorporated under the laws of England and Wales with registered number 12485552*)

Notes	Initial Aggregate Outstanding Note Principal Amount (GBP)	Interest Rate / Reference Rate	Relevant Margin	Legal Maturity Date	Expected Ratings Moody's and S&P
Class A Notes	126,421,000	Compounded Daily SONIA + Relevant Margin, the sum being subject to a floor of zero	1.10%	20 July 2030, subject to the Business Day Convention	Aaa(sf) / AAA(sf)
Class B Notes	26,415,000	Compounded Daily SONIA + Relevant Margin, the sum being subject to a floor of zero	2.25%	20 July 2030, subject to the Business Day Convention	Aa1(sf) / A+(sf)
Class C Notes	16,982,000	Compounded Daily SONIA + Relevant Margin, the sum being subject to a floor of zero	3.00%	20 July 2030, subject to the Business Day Convention	A3(sf) / BBB+(sf)
Class D Notes	5,661,000	Compounded Daily SONIA + Relevant Margin, the sum being subject to a floor of zero	4.50%	20 July 2030, subject to the Business Day Convention	Ba1(sf) / BBB-(sf)
Class E Notes	7,076,000	Compounded Daily SONIA + Relevant Margin, the sum being subject to a floor of zero	5.50%	20 July 2030, subject to the Business Day Convention	B1(sf) / B(sf)
Class F Notes	6,132,000	Compounded Daily SONIA + Relevant Margin, the sum being subject to a floor of zero	7.00%	20 July 2030, subject to the Business Day Convention	Caa1(sf) / CCC+(sf)
Class X1 Notes	12,265,000	Compounded Daily SONIA + Relevant Margin, the sum being subject to a floor of zero	5.00%	20 July 2030, subject to the Business Day Convention	Caa2(sf) / CCC(sf)
Class X2 Notes	6,604,000	Compounded Daily SONIA + Relevant Margin, the sum being subject to a floor of zero	6.00%	20 July 2030, subject to the Business Day Convention	Not rated

Joint Arrangers

Citigroup Deutsche Bank

Joint Lead Managers

Citigroup Deutsche Bank

The date of this Prospectus is 24 July 2020.

Closing Date	The Issuer expects to issue the Class A Notes (the "**Class A Notes**"), the Class B Notes (the "**Class B Notes**"),the Class C Notes (the "**Class C Notes**"), the Class D Notes (the "**Class D Notes**"), the Class E Notes (the "**Class E Notes**"), the Class F Notes (the "**Class F Notes**"), the Class X1 Notes (the "**Class X1 Notes**") and the Class X2 Notes (the "**Class X2 Notes**" and, together with the Class X1 Notes, the "**Class X Notes**") on 28 July 2020 (the "**Closing Date**"). 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 "**Collateralised Notes**". The Collateralised Notes and the Class X Notes are together referred to in this Prospectus as the "**Notes**".
Residual Certificates	In addition to the Notes, the Issuer will issue the Residual Certificates on the Closing Date. See "*CONDITIONS OF THE RESIDUAL CERTIFICATES*" for further details.
Underlying Assets	The Issuer will make payments on the Notes and the Residual Certificates from a portfolio comprising receivables (and certain Ancillary Rights) under or in connection with HP Agreements (the "**Portfolio**") originated by Blue Motor Finance Limited ("**Blue**" and the "**Seller**") with borrowers ("**Obligors**") which will be purchased by the Issuer on the Closing Date. These HP Agreements provide for equal monthly payments over the term of the agreement (with the exception of the last payment, which may include certain fees). The Portfolio will not include PCP Contracts. Certain characteristics of the Portfolio are described in in the sections of this Prospectus "*DESCRIPTION OF THE PURCHASED RECEIVABLES*" and in "*PROVISIONAL PORTFOLIO CHARACTERISTICS AND HISTORICAL DATA*".
Credit Enhancement	• Each Class of the Collateralised Notes will benefit from the overcollateralisation funded by the Collateralised Notes ranking junior to such Class of Notes in the relevant Priority of Payments (if any). • 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 Notes and all other amounts ranking in priority thereto in accordance with the Pre-Acceleration Revenue Priority of Payments, including from the Reserve Fund (i) as applicable from the Reserve Fund Excess Amount made available in the Available Revenue Receipts, (ii) on the relevant Final Class Interest Payment Date in respect of each Class (up to the balance of the sub-ledger of the Reserve Fund relating to that Class), the Legal Maturity Date and the date on which the Aggregate Outstanding Principal Balance is zero and (iii) following service of a Note Acceleration Notice. • In the case of the Class X1 Notes, principal payments will benefit from credit enhancement in the amount by which Available Revenue Receipts exceed the amounts required to pay interest on the Class X Notes and all other amounts ranking in priority thereto in accordance with the Pre-Acceleration Revenue Priority of Payments and, following service of a Note Acceleration Notice, the Reserve Fund. • In the case of the Class X2 Notes, principal payments will benefit from credit enhancement in the amount by which Available Revenue Receipts exceed the amounts required to pay interest on the Class X2 Notes and all other amounts ranking in priority thereto in accordance with the Pre-Acceleration Revenue Priority of Payments and, following service of a Note Acceleration Notice, the Reserve Fund. • The Residual Certificates are subordinate to all payments due in respect of the Notes, as provided in the Residual Certificate Conditions and the Transaction Documents. For further explanation, please see "*CREDIT STRUCTURE AND CASHFLOW*".
Liquidity Support	• In relation to each Class of Notes, the subordination in payment of those Classes of Notes (if any) ranking junior in the Pre- Acceleration Revenue Priority of Payments and the Residual Certificates. • The amounts standing to the credit of the applicable sub-ledger of the Reserve Fund from time to time will serve as liquidity support for 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, respectively and in each case certain senior expenses ranking in priority thereto throughout the life of the transaction. For further explanation, please see "*CREDIT STRUCTURE AND CASHFLOW*".
Redemption Provisions	The Notes may be redeemed in whole or in part (as applicable) in the following cases: • a mandatory redemption in whole on the Legal Maturity Date; • a mandatory redemption in part on each Interest Payment Date subject to availability of Available Principal Receipts and application of Available Principal Receipts in accordance with the Pre-Acceleration Principal Priority of Payments 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; • an optional redemption in whole exercisable by the Issuer on any Interest Payment Date following the Determination Date on which the aggregate Outstanding Principal Balance of all of the Purchased Receivables is equal to or less than 10% of the aggregate Outstanding Principal Balance of all of the Purchased Receivables as at the Cut-Off Date;

	• an optional redemption in whole on any Interest Payment Date exercisable by the Issuer for tax reasons; and • a mandatory redemption in part on each Interest Payment Date subject to application of Available Revenue Receipts in accordance with the Pre-Acceleration Revenue Priority of Payments in respect of the Class X1 Notes (until redeemed in full) and then the Class X2 Notes. Information on any optional and mandatory redemption of the Notes is summarised in the section "*SUMMARY OF THE CONDITIONS OF THE NOTES"* and set out in full in Condition 5 (*Redemption*).
Credit Rating Agencies	Ratings will be assigned to 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 X1 Notes (the "**Rated Notes**") by Moody's Investors Service Limited ("**Moody's**") and S&P Global Ratings Europe Limited ("**S&P**") on or before the Closing Date. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union ("**EU**") and registered under Regulation (EC) No 1060/2009 of the European Parliament (the "**CRA Regulation**"), as amended by Regulation (EU) No 513/2011 and by Regulation (EU) No 462/2013 ("**CRA3**"). Moody's is established in the UK and S&P is established in the EU. Both credit rating agencies are registered under the CRA Regulation and as such are included in the list of credit rating agencies published by ESMA on its website in accordance with the CRA Regulation. Blue considered the appointment of a small credit rating agency when appointing the rating agencies for this Transaction along with Moody's and S&P. The Residual Certificates will not be rated.
Credit Ratings	The ratings assigned to the Rated Notes by Moody's address, among other matters: • the likelihood of full and timely payments due to the holders of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and Class F Notes of interest on each Interest Payment Date; • the likelihood of full and ultimate payment of interest due to the holders of the Class X1 Notes, by a date that is not later than the Legal Maturity Date; and • the likelihood of ultimate payment to the holders of the Notes of principal in relation to the Notes on or prior to the Legal Maturity Date. The ratings assigned to the Rated Notes by S&P address, among other matters: • the likelihood of full and timely payments due to the holders of the Class A Notes, the Class B Notes and the Class C Notes of interest on each Interest Payment Date; • the likelihood of full and ultimate payment of interest to the holders of the Class D Notes, the Class E Notes, the Class F Notes and the Class X1 Notes respectively, by a date that is not later than the Legal Maturity Date; and • the likelihood of ultimate payment to the holders of the Notes of principal in relation to the Notes on or prior to the Legal Maturity Date. However, the ratings assigned to the Rated Notes do not represent any assessment of the likelihood or level of principal prepayments. The ratings do not address the possibility that the Noteholders might suffer a lower than expected yield due to prepayments or early amortisation or may fail to recoup their initial investments. The ratings assigned to the Rated Notes should be evaluated independently against similar ratings of other types of securities. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal by the Rating Agencies at any time. The Issuer has not requested a rating of the Notes by any rating agency other than the Rating Agencies. There can be no assurance as to whether any other rating agency will rate the Notes or, if it does, what ratings would be assigned by such other rating agency. The ratings assigned to the Rated Notes by such other rating agency could be lower than the respective ratings assigned to the Rated Notes by the Rating Agencies. The Class X2 Notes are unrated. **The assignment of ratings to the Rated Notes is not a recommendation to invest in the Notes. Any credit rating assigned to the Rated Notes may be revised or withdrawn at any time.**
Listing	This Prospectus has been approved by the Central Bank of Ireland, as competent authority under Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"). The Central Bank of Ireland only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129. Such approval should not be considered as an endorsement of the Issuer or 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. Application has been made to the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") for the Notes to be admitted to its official list (the "**Official List**") and trading on the regulated market of Euronext Dublin (the "**Regulated Market**"). References in this Prospectus to Notes being "listed" (and all related references) shall mean that the Notes have been admitted to the Official List and have been admitted to trading on the Regulated Market. The Regulated Market is a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments, as amended ("**MiFID II**"). This Prospectus is valid until 24 July 2020. The obligation to supplement the Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when the Prospectus is no longer valid.
Obligations	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. In particular, the Notes and the Residual Certificates will not be obligations of, or guaranteed by, or be the responsibility of Blue, its affiliates or any other party to the Transaction Documents other than the Issuer.
EU Retention Undertaking	On the Closing Date and while any of the Notes remain outstanding, Blue will, as an originator for the purposes of Regulation (EU) 2017/2402 (the "**Securitisation Regulation**"), retain a material net economic interest of not less than 5 per cent. in the securitisation as required by Article 6(1) of the Securitisation Regulation (which does not take into account any corresponding national measures) (the "**Retained Interest**"). As at the Closing Date, the Retained Interest will comprise Blue holding at least 5 per cent. of the nominal value of each Class of Collateralised Notes sold or transferred to investors on the Closing Date, as required by Article 6(3)(a) of the Securitisation Regulation. Blue's continued holding of the Retained Interest will be disclosed on an on-going basis in the Monthly Investor Report to be prepared in respect of the Notes. Any change in the manner in which the interest is held may only be made in accordance with the applicable laws and regulations and will be notified to the Noteholders and the Certificateholders. See the section entitled "*EU RISK RETENTION AND SECURITISATION REGULATION REPORTING*" for more information. On or after the Closing Date, Blue (in its capacity as holder of the Retained Interest) expects to enter into financing arrangements by way of a repo transaction (the "**Retention Financing**") in respect of the Retained Interests. For further information, see the section entitled "*RISK FACTORS – General Legal Considerations – Certain risks in respect of the retention financing*". Each prospective Noteholder and Certificateholder is required to independently assess and determine the sufficiency of the information described in the preceding paragraph for the purposes of complying with the Securitisation Regulation and any corresponding national measures which may be relevant and none of the Issuer, nor the Joint Arrangers, nor the Joint Lead Managers, nor the parties to the Transaction Documents make any representation that the information described above or in this Prospectus is sufficient in all circumstances for such purposes.
Simple, Transparent and Standardised (STS) Securitisation	The Seller, as originator, will, on or about the Closing Date, procure a notification to be submitted to ESMA, in accordance with Article 27 of the Securitisation Regulation, and the FCA, that the requirements of Articles 19 to 22 of the Securitisation Regulation have been satisfied with respect to the Notes. The Issuer, as the SSPE, has been designated as the entity responsible for fulfilling the information requirements under Article 7 of the Securitisation Regulation pursuant to Article 7(2) of the Securitisation Regulation. The Issuer has appointed the Servicer to perform all of the Issuer's obligations under Article 7 of the Securitisation Regulation. The Seller, as the originator, is responsible for compliance with Article 7 of the Securitisation Regulation pursuant to Article 22(5) of the Securitisation Regulation. The Seller has used the services of Prime Collateralised Securities (PCS) UK Limited ("**PCS**") 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 "**STS Verification**") 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 Commission Delegated Regulation (EU) 2018/1620 (together with the STS Verification, the "**STS Assessments**"). It is expected that the STS Assessments prepared by PCS will be available on the PCS website (https://www.pcsmarket.org/sts-verification-transactions) together with detailed explanations of its scope (at https://pcsmarket.org/disclaimer/) on and from the Closing Date. For the avoidance of doubt, the 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. For further information, see the section entitled "*RISK FACTORS – General Legal Considerations – Simple, transparent and standardised securitisation*".

U.S. Risk Retention Rules	The Seller, as the sponsor under the U.S. Risk Retention Rules, does not intend to retain at least 5 per cent. of the credit risk of the securitised assets for purposes of compliance with the final rules promulgated under Section 15G (the "**U.S. Risk Retention Rules**") of the U.S. Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), 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 "*RISK FACTORS – General Legal Considerations - U.S. Risk Retention Requirements*".
Eurosystem Eligibility	The Class A Notes are intended to be held in a manner which will allow Eurosystem eligibility. On the Closing Date, the Class A Notes will be issued under the new safekeeping structure ("**NSS**"). This means that the Class A Notes are intended upon issue to be deposited with one of Euroclear or Clearstream, Luxembourg as Common Safekeeper and does not necessarily mean that the Class A Notes 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. In particular, please see the risk factor entitled "*RISK FACTORS – Structural Considerations – Eurosystem Eligibility*" below. The Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes, the Class X Notes and the Residual Certificates will not currently qualify for Eurosystem eligibility.
Volcker Rule	The Issuer is of the view that it is not a "covered fund" under the regulations adopted to implement section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "**Dodd-Frank Act**"), commonly known as the "**Volcker Rule**". Although other exclusions may be available to the Issuer, this conclusion is based on the exemption from the definition of "investment company" provided by Section 3(c)(5) of the U.S. Investment Company Act of 1940, as amended (the "**Investment Company Act**"). Any prospective investors, including U.S. or foreign banks or subsidiaries or other affiliates thereof, should consult their own legal advisers regarding such matters and other effects of the Volcker Rule.
Significant Investor	Blue will, on the Closing Date, acquire at least 5 per cent. of the Outstanding Note Principal Amount of each Class of Collateralised Notes (such Notes representing the Retained Interest). In addition, Blue will, on the Closing Date, acquire 100% of the Outstanding Note Principal Amount of the Class X2 Notes and 100% of the Residual Certificates. Please refer to the section "*SUBSCRIPTION AND SALE*" for further details. Citigroup Global Markets Limited ("**CGML**"), as a purchaser from the Joint Lead Managers, may or may not acquire (and initially hold) 95% of each Class of Collateralised Notes and 100% of the Class X1 Notes on the Closing Date. CGML is free to deal with such Collateralised Notes and the Class X1 Notes in its sole discretion.

The Notes and the Residual Certificates have not been approved or disapproved by the United States Securities and Exchange Commission (the "**SEC**"), any state securities commission in the United States or any other United States regulatory authority, nor have any of the foregoing authorities passed upon the accuracy or adequacy of this Prospectus. Any representation to the contrary is a criminal offence.

THE "*RISK FACTORS*" SECTION OF THIS PROSPECTUS 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.

For reference to the definitions of capitalised terms appearing in this Prospectus, see "*GLOSSARY OF DEFINED TERMS*".

IMPORTANT NOTICE

THE NOTES AND THE RESIDUAL CERTIFICATES WILL BE OBLIGATIONS OF THE ISSUER ONLY. THE NOTES AND THE RESIDUAL CERTIFICATES WILL NOT BE OBLIGATIONS OF, OR THE RESPONSIBILITY OF, OR GUARANTEED BY, ANY PERSON OTHER THAN THE ISSUER. IN PARTICULAR, THE NOTES AND THE RESIDUAL CERTIFICATES WILL NOT BE OBLIGATIONS OF, OR THE RESPONSIBILITY OF, OR GUARANTEED BY, ANY OF THE JOINT ARRANGERS, THE JOINT LEAD MANAGERS, THE TRANSACTION PARTIES (OTHER THAN THE ISSUER) OR ANY COMPANY IN THE SAME GROUP OF COMPANIES AS ANY OF THE TRANSACTION PARTIES (OTHER THAN THE ISSUER). NO LIABILITY WHATSOEVER IN RESPECT OF ANY FAILURE BY THE ISSUER TO PAY ANY AMOUNT DUE UNDER THE NOTES OR THE RESIDUAL CERTIFICATES SHALL BE ACCEPTED BY ANY OF THE JOINT ARRANGERS, THE JOINT LEAD MANAGERS, THE TRANSACTION PARTIES (OTHER THAN THE ISSUER), OR ANY COMPANY IN THE SAME GROUP OF COMPANIES AS THE JOINT ARRANGERS, THE JOINT LEAD MANAGERS OR THE TRANSACTION PARTIES (OTHER THAN THE ISSUER).

THE NOTES AND THE RESIDUAL CERTIFICATES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR UNDER THE SECURITIES LAWS OR "BLUE SKY LAWS" OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT ("**U.S. PERSONS**"), EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH ANY APPLICABLE STATE OR LOCAL SECURITIES LAWS AND UNDER CIRCUMSTANCES WHICH WOULD NOT REQUIRE THE ISSUER TO REGISTER UNDER THE INVESTMENT COMPANY ACT. IN CONNECTION WITH THE INITIAL DISTRIBUTION OF THE SECURITIES OFFERED HEREBY, THE NOTES AND RESIDUAL CERTIFICATES WILL BE OFFERED AND SOLD ONLY OUTSIDE THE UNITED STATES TO PERSONS WHO ARE NOT U.S. PERSONS. THERE HAS BEEN AND WILL BE NO PUBLIC OFFERING OF THE NOTES OR RESIDUAL CERTIFICATES IN THE UNITED STATES. FOR A DESCRIPTION OF CERTAIN RESTRICTIONS ON RESALES OR TRANSFERS, SEE THE SECTION ENTITLED "SELLING RESTRICTIONS".

THE SELLER, AS THE SPONSOR UNDER THE U.S. RISK RETENTION RULES, DOES NOT INTEND TO RETAIN AT LEAST 5 PER CENT. OF THE CREDIT RISK OF THE SECURITIZED ASSETS FOR THE PURPOSE OF COMPLIANCE WITH THE FINAL RULES PROMULGATED UNDER SECTION 15G OF THE U.S. SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (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. CONSEQUENTLY, EXCEPT WITH THE PRIOR CONSENT OF THE SELLER AND WHERE SUCH SALE FALLS WITHIN THE EXEMPTION PROVIDED BY SECTION 20 OF THE U.S. RISK RETENTION RULES, THE NOTES AND RESIDUAL CERTIFICATES MAY NOT BE SOLD TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY RISK RETENTION U.S. PERSON. PROSPECTIVE INVESTORS SHOULD NOTE THAT THE DEFINITION OF "U.S. PERSON" IN THE U.S. RISK RETENTION RULES IS SIMILAR TO, BUT NOT IDENTICAL TO, THE DEFINITION OF "U.S. PERSON" IN REGULATION S AND THAT PERSONS WHO ARE NOT "U.S. PERSONS" UNDER REGULATION S MAY BE "U.S. PERSONS" UNDER THE U.S. RISK RETENTION RULES. EACH PURCHASER OF SUCH NOTES AND/OR RESIDUAL CERTIFICATES OR A BENEFICIAL INTEREST THEREIN ACQUIRED IN THE INITIAL DISTRIBUTION OF THE NOTES AND RESIDUAL CERTIFICATES BY ITS ACQUISITION OF SUCH NOTE AND/OR RESIDUAL CERTIFICATE OR A BENEFICIAL INTEREST THEREIN, WILL BE DEEMED TO

HAVE MADE CERTAIN REPRESENTATIONS AND AGREEMENT, INCLUDING THAT IT (1) EITHER (i) IS NOT A RISK RETENTION U.S. PERSON OR (ii) IT HAS OBTAINED A U.S. RISK RETENTION WAIVER FROM THE SELLER, (2) IS ACQUIRING SUCH SECURITIES OR A BENEFICIAL INTEREST THEREIN FOR ITS OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE SUCH SECURITIES, AND (3) IS NOT ACQUIRING SUCH NOTE AND/OR RESIDUAL CERTIFICATE OR A BENEFICIAL INTEREST THEREIN AS PART OF A SCHEME TO EVADE THE REQUIREMENTS OF THE U.S. RISK RETENTION RULES (INCLUDING ACQUIRING SUCH NOTE AND/OR RESIDUAL CERTIFICATE THROUGH A NON-RISK RETENTION U.S. PERSON, RATHER THAN A RISK RETENTION U.S. PERSON, AS PART OF A SCHEME TO EVADE THE 10 PER CENT. RISK RETENTION U.S. PERSON LIMITATION IN THE EXEMPTION PROVIDED FOR IN SECTION 20 OF THE U.S. RISK RETENTION RULES).

THE ISSUER IS OF THE VIEW THAT IT IS NOT A "COVERED FUND" UNDER THE "VOLCKER RULE". ANY PROSPECTIVE INVESTORS, INCLUDING U.S. OR FOREIGN BANKS OR SUBSIDIARIES OR OTHER AFFILIATES THEREOF, SHOULD CONSULT THEIR OWN LEGAL ADVISERS REGARDING SUCH MATTERS AND OTHER EFFECTS OF THE VOLCKER RULE.

There is no undertaking to register the Notes and/or the Residual Certificates under the securities laws or "blue sky" laws of any of any state or other jurisdiction of the United States. Until 40 days after the later of the commencement of the offering of the Notes and the Residual Certificates and the Closing Date, an offer or sale of the Notes and/or the Residual Certificates within the United States by any dealer (whether or not participating in this offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than pursuant to an exemption from the registration requirements of the Securities Act.

Governing Law

The Notes and the Residual Certificates and all non-contractual obligations arising out of or in connection with them are governed by, and will be construed in accordance with, English law.

Form of the Notes

Each 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, the Class X1 Notes and the Class X2 Notes will be issued in registered form and in denominations of £100,000 and integral multiples of £1,000 in excess of £100,000, up to and including £199,000. Interests in each 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, the Class X1 Notes and the Class X2 Notes will be represented by a global registered note (each, a "**Global Note**"), without interest coupons attached. The Global Notes representing the Class A Notes will be deposited on the Closing Date with one of Euroclear Bank SA/NV, or "**Euroclear**" or Clearstream Banking S.A. or "**Clearstream, Luxembourg**" which will act as the Common Safekeeper for the Class A Notes. The Global Notes representing the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes, the Class X1 Notes and the Class X2 Notes will be deposited on or around the Closing Date with a Common Depositary for Clearstream, Luxembourg and Euroclear. Except in certain limited circumstances, the global notes will not be exchangeable for registered definitive notes, or "definitive notes", and no definitive notes will be issued with a denomination above £199,000. If definitive Notes are issued, Noteholders should be aware that definitive notes which have a denomination that is not an integral multiple of the minimum authorised denomination may be illiquid and difficult to trade.

The Class A Notes are intended to be held in a manner which will allow Eurosystem eligibility. On the Closing Date, the Class A Notes will be issued under NSS. This means that the Class A Notes are intended upon issue to be deposited with one of Euroclear or Clearstream, Luxembourg as Common Safekeeper and does not necessarily mean that the Class A Notes 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. In particular, please see the risk factor entitled " *RISK FACTORS – Structural Considerations – Eurosystem Eligibility*" below. 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 currently qualify for Eurosystem eligibility.

The Residual Certificates will be represented on issue by a global residual certificate in registered form (a "**Global Residual Certificate**"). The Residual Certificates may be issued in definitive registered form under certain circumstances.

Payments in respect of the Notes

Interest on the Notes will accrue on the Outstanding Note Principal Amount of each Note at a per annum rate equal to Compounded Daily SONIA plus 1.10%, the sum being subject to a floor of zero, in the case of the Class A Notes, Compounded Daily SONIA plus 2.25%, the sum being subject to a floor of zero, in the case of the Class B Notes, Compounded Daily SONIA plus 3.00%, the sum being subject to a floor of zero, in the case of the Class C Notes, Compounded Daily SONIA plus 4.50%, the sum being subject to a floor of zero, in the case of the Class D Notes, Compounded Daily SONIA plus 5.50%, the sum being subject to a floor of zero, in the case of the Class E Notes, Compounded Daily SONIA plus 7.00%, the sum being subject to a floor of zero, in the case of the Class F Notes, Compounded Daily SONIA plus 5.00%, the sum being subject to a floor of zero, in the case of the Class X1 Notes and Compounded Daily SONIA plus 6.00%, the sum being subject to a floor of zero, in the case of the Class X2 Notes. Interest will be payable in Sterling by reference to successive interest accrual periods (each, an "**Interest Period**") monthly in arrear (or such longer period for the first Interest Period) on the 20th day of each calendar month, subject to the Business Day Convention (each, an "**Interest Payment Date**"). The first interest payment date will be 20 September 2020.

The Notes will mature on 20 July 2030 subject to the Business Day Convention (the "**Legal Maturity Date**"), unless previously redeemed in full (see "*CONDITIONS OF THE NOTES — Condition 5 (Final redemption)*"). Amortisation of the Notes will commence on the first Interest Payment Date, subject to availability of Available Principal Receipts and application of Available Principal Receipts in accordance with the Pre-Acceleration Principal Priority of Payments.

Payments in respect of the Residual Certificates

Each Residual Certificate represents a pro rata entitlement to receive Residual Certificate Payments on each Interest Payment Date and each date on which amounts are to be applied in accordance with the Post-Acceleration Priority of Payments.

Following the redemption in full of the Notes, the realisation of the Charged Property and payment of the proceeds of realisation in accordance with the applicable Priority of Payments, no more Residual Certificate Payments will be made by the Issuer and the Residual Certificates shall be redeemed and cancelled.

Benchmarks

Interest payable under the Notes is calculated by reference to SONIA, which is provided by the Bank of England (the "**Administrator**"). As at the date of this Prospectus, the Administrator does not appear on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to Article 36 of Regulation (EU) 2016/1011 (the "**Benchmarks Regulation**"). As far as the Issuer is aware, the Bank of England, as the administrator of SONIA, is not required to be registered by virtue of Article 2 of the Benchmarks Regulation, such that the Bank of England is not currently required to obtain registration or authorisation (or, if located outside the European Union or the United Kingdom,

recognition, endorsement or equivalence), but has issued a statement of compliance with the principles for financial benchmarks issued in 2013 by the International Organization of Securities Commissions.

Commercial Activities

Certain of the Joint Arrangers, the Joint Lead Managers and their respective affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer, the Seller and their affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Joint Arrangers, the Joint Lead Managers and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the account of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer, the Seller or their affiliates. Certain of the Joint Arrangers, the Joint Lead Managers or their respective affiliates that have a lending relationship with the Issuer, the Seller or their affiliates routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Joint Arrangers, Joint Lead Managers and their respective affiliate would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes and the Residual Certificates. Any such short positions could adversely affect future trading prices of the Notes and the Residual Certificates. The Joint Arrangers, the Joint Lead Managers and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Responsibility Statements

The Issuer accepts responsibility for the information contained in this Prospectus and declares that the information in this Prospectus, to the best of its knowledge, is in accordance with the facts and contains no omission likely to affect its import.

Where third party information has been used in this Prospectus, the source of such information has been identified. In the case of the presented statistical information, similar statistics may be obtainable from other sources, although the underlying assumptions and methodology, and consequently the resulting data, may vary from source to source. Where information has been sourced from a third party, such publications generally state that the information they contain has been obtained from sources believed to be reliable but that the accuracy and completeness of such information is not guaranteed. As far as the Issuer is aware and able to ascertain from the information published by such third party sources, this information has been accurately reproduced and no facts have been omitted that would render the reproduction of this information inaccurate or misleading.

The Seller and the Servicer accept responsibility for any information in this Prospectus relating to the Purchased Receivables and the information contained in "*EU RISK RETENTION AND SECURITISATION REGULATION REPORTING*", "*PROVISIONAL PORTFOLIO CHARACTERISTICS AND HISTORICAL DATA*" and "*THE SELLER AND THE SERVICER*". Each of the Seller and the Servicer declares that, to the best of its knowledge and belief, the information in such sections, to the best of its knowledge, is in accordance with the facts and contains no omission likely to affect its import. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Seller and the Servicer as to the accuracy or completeness of any information contained in this Prospectus

(other than in the sections referred to above and not specifically excluded therein) or any other information supplied in connection with the Notes, the Residual Certificates or their distribution.

The Note Trustee and the Security Trustee accept responsibility for the section entitled "*THE NOTE TRUSTEE AND SECURITY TRUSTEE*" and declare that the information in such section, to the best of their knowledge, is in accordance with the facts and contains no omission likely to affect its import. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Note Trustee and the Security Trustee as to the accuracy or completeness of any information contained in this Prospectus (other than in the section referred to above and not specifically excluded therein) or any other information supplied in connection with the Notes, the Residual Certificates or their distribution.

The Cap Provider accepts responsibility for the section entitled "*THE CAP PROVIDER*" and declares that the information in such section, to the best of its knowledge, is in accordance with the facts and contains no omission likely to affect its import.

The Corporate Services Provider accepts responsibility for the section entitled "*THE CORPORATE SERVICES PROVIDER*" and declares that the information in such section, to the best of its knowledge, is in accordance with the facts and contains no omission likely to affect its import.

The Account Bank, Cash Manager, Interest Determination Agent, Registrar and Paying Agent accept responsibility for the section entitled "*THE ACCOUNT BANK, CASH MANAGER, INTEREST DETERMINATION AGENT, REGISTRAR AND PAYING AGENT*" and declare that the information in such section, to the best of their knowledge, is in accordance with the facts and contains no omission likely to affect its import. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Account Bank, Cash Manager, Interest Determination Agent, Registrar and Paying Agent as to the accuracy or completeness of any information contained in this Prospectus (other than in the section referred to above and not specifically excluded therein) or any other information supplied in connection with the Notes, the Residual Certificates or their distribution.

No representations about the Notes and the Residual Certificates

No person is authorised to give any information or to make any representation not contained in this Prospectus and any information or representation not so contained must not be relied upon as having been authorised by or on behalf of the Transaction Parties, the Joint Arrangers or the Joint Lead Managers. Neither the delivery of this Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that the information contained in it or any other information supplied in connection with the Notes and the Residual Certificates is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

To the fullest extent permitted by law, none of the Joint Arrangers, the Joint Lead Managers, the Security Trustee or the Note Trustee accepts any responsibility whatsoever for the contents of this Prospectus or for any other statement, made or purported to be made by the Joint Arrangers, the Joint Lead Managers, the Note Trustee or the Security Trustee or any other person or on their behalf in connection with the Issuer or the issue and offering of the Notes or the Residual Certificates. Each of the Joint Arrangers, the Joint Lead Managers, the Note Trustee and the Security Trustee accordingly disclaims all and any liability whether arising in tort or contract or

otherwise (save as referred to above) which it might otherwise have in respect of this Prospectus or any such statement.

None of the Joint Arrangers, the Joint Lead Managers, the Note Trustee or the Security Trustee shall be responsible for compliance of the Issuer, the Seller or any other Transaction Party with the requirements of the Securitisation Regulation. Each potential purchaser of the Notes or the Residual Certificates should determine the relevance of the information contained in this Prospectus or part hereof and the purchase of Notes or Residual Certificates should be based upon such investigation as each purchaser deems necessary.

None of the Joint Arrangers, the Joint Lead Managers, the Note Trustee or the Security Trustee has or shall have any liability to any prospective investor or any other person for any insufficiency of such information or any non-compliance by any such person with the due diligence, retention and transparency rules set out in Article 5, Article 6 and Article 7 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.

Selling Restrictions

The Notes and the Residual Certificates have not been, and will not be, registered under the Securities Act, or the securities laws or "blue sky" laws of any state or other jurisdiction of the United States, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. Persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States and under circumstances which would not require the Issuer to register under the Investment Company Act. In connection with the initial distribution of the securities offered hereby, the Notes and Residual Certificates will be offered and sold only outside the United States to persons who are not U.S. Persons. There has been and will be no public offering of the Notes or Residual Certificates in the United States.

Except with the prior consent of the Seller and where such sale falls within the exemption provided by Section 20 of the U.S. Risk Retention Rules, the Notes and Residual Certificates may not be sold to, or for the account or benefit of, any Risk Retention U.S. Person. Prospective investors should note that the definition of "U.S. person" in the U.S. Risk Retention Rules is similar to, but not identical to, the definition of "U.S. person" in Regulation S under the Securities Act ("**Regulation S**") and that persons who are not "U.S. persons" under Regulation S may be "U.S. persons" under the U.S. Risk Retention Rules.

Neither the delivery of this Prospectus nor any offering, sale or delivery of any Notes or the Residual Certificates shall, under any circumstances, create any implication (i) that the information in this Prospectus is correct as of any time subsequent to the date hereof, or (ii) that there has been no adverse change in the financial situation of the Issuer since the date of this Prospectus or (iii) that any other information supplied in connection with the issue of the Notes or the Residual Certificates is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

No action has been taken by the Issuer or the Seller or the Joint Lead Managers other than as set out in this Prospectus that would permit a public offering of the Notes or the Residual Certificates, or possession or distribution of this Prospectus or any other offering material in any country or jurisdiction where action for that purpose is required. Accordingly, no Notes or Residual Certificates may be offered or sold, directly or indirectly, and neither this Prospectus (nor any part hereof) nor any information memorandum, offering circular, form of application, advertisement or other offering materials may be issued, distributed or published in any country or jurisdiction

except in compliance with applicable laws, orders, rules and regulations, and the Issuer, the Seller and the Joint Lead Managers have represented that all offers and sales by them have been made on such terms.

This Prospectus may only be used for the purposes for which it has been published. This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any securities other than the securities to which it relates or an offer to sell or the solicitation of any offer to buy any of the securities offered hereby in any circumstances in which such offer or solicitation is unlawful. The distribution of this Prospectus (or of any part thereof) and the offering and sale of the Notes and the Residual Certificates in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus (or any part thereof) may come, are required by the Issuer, the Seller and the Joint Lead Managers to inform themselves about and to observe any such restrictions. This Prospectus does not constitute, and may not be used for, or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation. For a further description of certain restrictions on offerings and sales of the Notes and the Residual Certificates and distribution of this Prospectus (or of any part thereof), see "*SUBSCRIPTION AND SALE*".

If you are in any doubt about the contents of this document you should consult, as appropriate, your legal advisor, stockbroker, bank manager, accountant or other financial advisor.

An investment in these Notes and Residual Certificates is only suitable for financially sophisticated investors who are capable of evaluating the merits and risks of such investment and who have sufficient resources to be able to bear any losses which may result from such investment.

It should be remembered that the price of securities and the income deriving from them may decrease.

The Notes and the Residual Certificates are being offered only to a limited number of investors that are willing and able to conduct an independent investigation of the characteristics of the Notes and the Residual Certificates and the risks of ownership of the Notes and the Residual Certificates. It is expected that prospective investors interested in participating in this offering will conduct an independent investigation of the risks posed by an investment in the Notes and the Residual Certificates. Prospective purchasers of the Notes and the Residual Certificates must be able to hold their investment for an indefinite period of time.

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 and the Residual Certificates has led to the conclusion that: (i) the target market for the Notes and the Residual Certificates is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes and the Residual Certificates to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes and the Residual Certificates (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 and the Residual Certificates (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

PRIIPS Regulation / Prohibition of Sales to EEA and UK Retail Investors

The Notes and the Residual Certificates 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 EEA or in the United Kingdom. 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 MiFID II; or (ii) a customer within the meaning of 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) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by the PRIIPs Regulation for offering or selling the Notes or the Residual Certificates or otherwise making them available to retail investors in the EEA or the United Kingdom has been prepared and therefore offering or selling the Notes or the Residual Certificates or otherwise making them available to any retail investor in the EEA or the United Kingdom may be unlawful under the PRIIPS Regulation.

Interpretation

In this Prospectus, unless otherwise specified or the context otherwise requires, references to "£", "Sterling" and "Pounds Sterling" are references to the lawful currency for the time being of the United Kingdom of Great Britain and Northern Ireland.

In this Prospectus, unless otherwise specified or the context otherwise requires, references to "€" and "euros" are to the lawful currency of the Member States of the European Union that have adopted or adopt the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March, 1957), as amended by the Treaty on European Union (signed in Maastricht on 7 February, 1992), as amended by the Treaty of Amsterdam (signed in Amsterdam on 2 November, 1997), as amended by the Treaty of Nice (signed in Nice on 26 February, 2001, as amended by the Treaty of Lisbon (signed in Lisbon on 13 December 2007)) and as subsequently amended from time to time.

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. A glossary of defined terms appears at the end of this Prospectus in the section headed "*GLOSSARY OF DEFINED TERMS*".

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 European Union (Withdrawal) Act 2018 as amended by the European Union (Withdrawal Agreement) Act 2020 (as so amended, the "**EUWA**") is to be read, on or after the IP completion day (defined as 31 December 2020 in the EUWA but subject to amendment in the future should the implementation period in the UK is currently in be extended), 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.

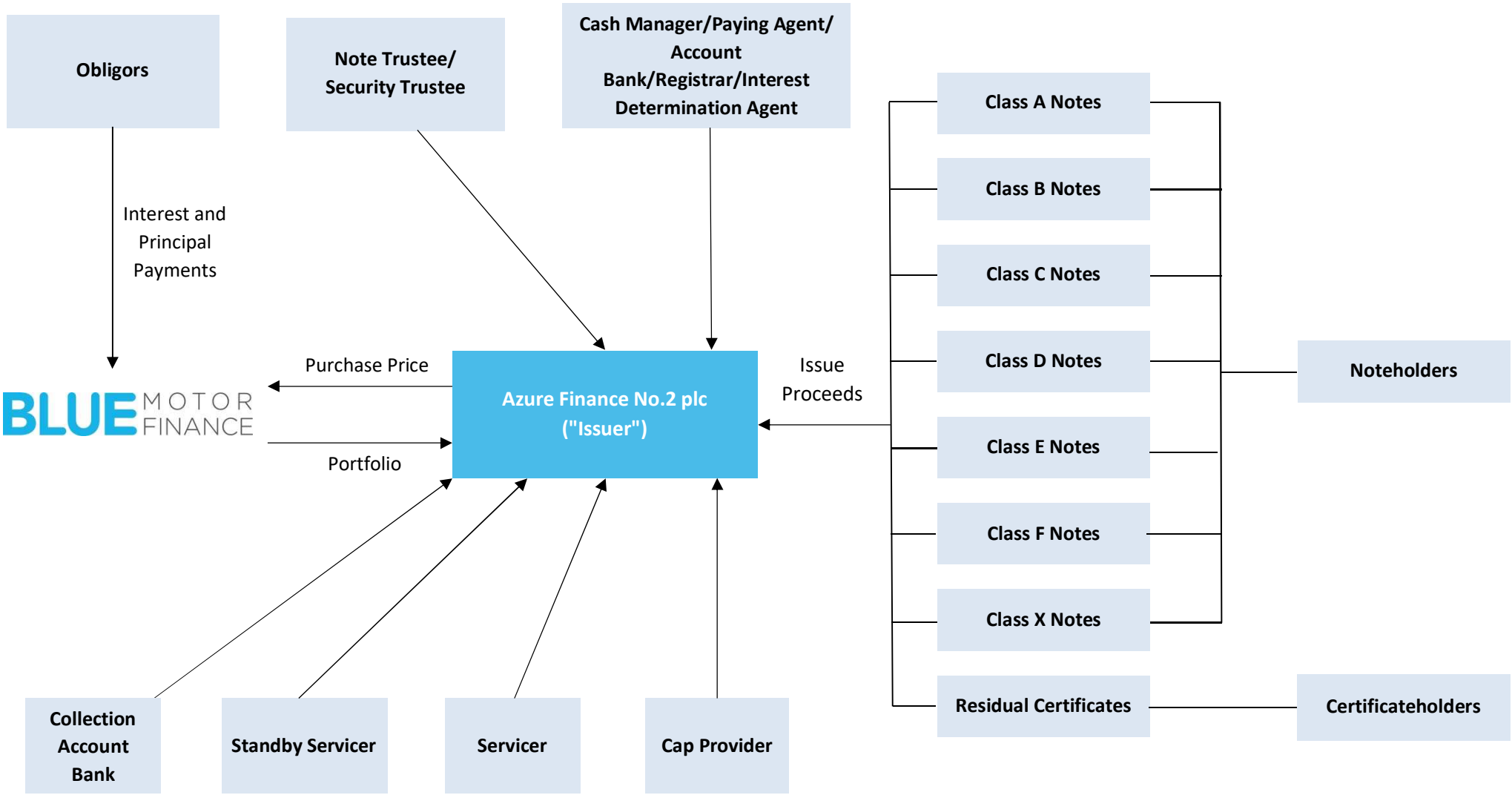
A reference to any retained direct EU legislation (as defined in the EUWA) is to be read as a reference to such retained direct EU legislation, as it may have been, or may from time to time be amended, modified or re-enacted by UK law and shall include any subordinate legislation made from time to time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

Forward-Looking Statements

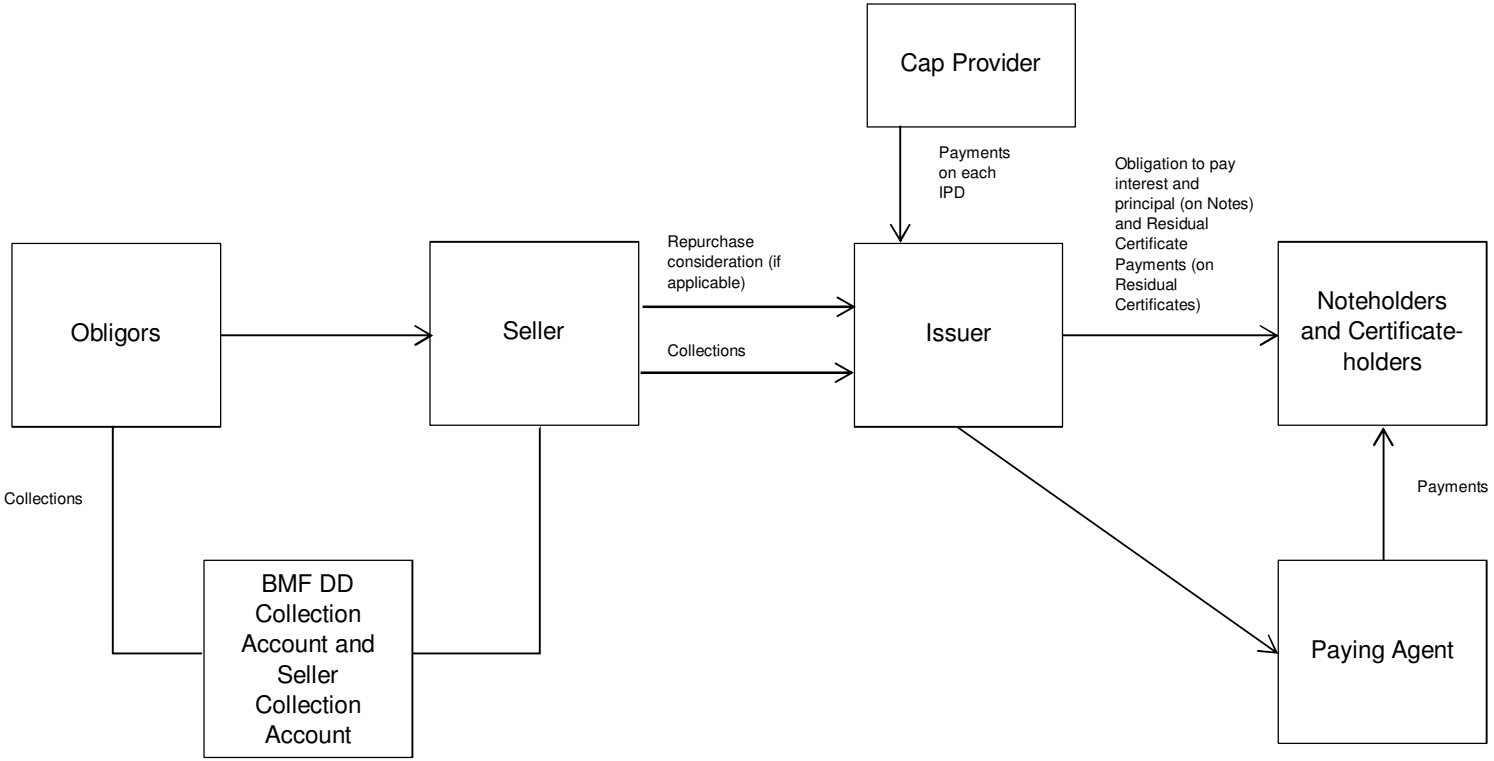
Certain matters contained herein are forward-looking statements. Such statements appear in a number of places in this Prospectus, including with respect to assumptions on prepayment and certain other characteristics of the HP Agreements and Purchased Receivables, and reflect significant assumptions and subjective judgments by the Issuer that may not prove to be correct. Such statements may be identified by reference to a future period or periods and the use of forward-looking terminology such as "may", "will", "could", "believes", "expects", "anticipates", "continues", "intends", "plans" or similar terms. Consequently, future results may differ from the Issuer's expectations due to a variety of factors, including (but not limited to) the economic environment and regulatory changes in the auto and consumer finance industry in the United Kingdom. Moreover, past financial performance should not be considered a reliable indicator of future performance and prospective purchasers of the Notes and the Residual Certificates are cautioned that any such statements are not guarantees of performance and involve risks and uncertainties, many of which are beyond the control of the Issuer. The Joint Arrangers and the Joint Lead Managers have not attempted to verify any such statements, nor do they make any representations, express or implied, with respect thereto. Prospective purchasers should therefore not place undue reliance on any of these forward-looking statements. None of the Joint Arrangers, the Joint Lead Managers or the Transaction Parties assumes any obligation to update these forward-looking statements or to update the reasons for which actual results could differ materially from those anticipated in the forward-looking statements.

DIAGRAMMATIC OVERVIEW OF THE TRANSACTION

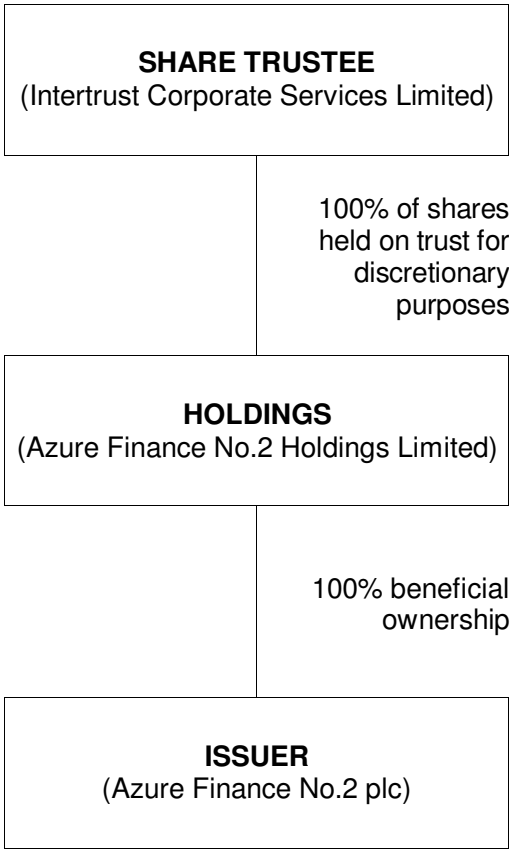
These structure diagrams of the Transaction are qualified in their entirety by reference to the more detailed information appearing elsewhere in this Prospectus.



DIAGRAMMATIC OVERVIEW OF ON-GOING CASH FLOW



OWNERSHIP STRUCTURE DIAGRAM



CONTENTS

TRANSACTION OVERVIEW

TRANSACTION PARTIES ON THE CLOSING DATE

Party	Name	Address	*Document under which appointed/Further Information*
Issuer	Azure Finance No.2 plc	1 Bartholomew Lane, London EC2N 2AX	N/A. See the section entitled "*THE ISSUER*" for further information.
Holdings	Azure Finance No.2 Holdings Limited	1 Bartholomew Lane, London EC2N 2AX	N/A. See the section entitled "*HOLDINGS*" for further information.
Seller/Originator	Blue Motor Finance Limited	Darenth House, 84 Main Road Sundridge Kent TN14 6ER	Receivables Sale and Purchase Agreement. See the section entitled "*THE SELLER AND THE SERVICER*" for further information.
Servicer	Blue Motor Finance Limited	Darenth House, 84 Main Road Sundridge Kent TN14 6ER	Servicing Agreement by the Issuer. See the section entitled "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS – Servicing Agreement*" for further information.
Cash Manager	Citibank, N.A., London Branch	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB	Cash Management Agreement by the Issuer. See the section entitled "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS – Cash Management Agreement*" for further information.
Cap Provider	Barclays Bank PLC	1 Churchill Place, London E14 5HP	Cap Agreement by the Issuer. See the section entitled "*SUMMARY OF THE PRINCIPAL TRANSACTION*

Party	Name	Address	***Document under which appointed/Further Information***
			DOCUMENTS – Cap Agreement" for further information.
Account Bank	Citibank, N.A., London Branch	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB	Bank Account Agreement by the Issuer. See the section entitled "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS – Bank Account Agreement*" for further information.
Note Trustee	Citicorp Trustee Company Limited	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB	Trust Deed. See the section entitled "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS – Trust Deed*" for further information.
Security Trustee	Citicorp Trustee Company Limited	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB	Deed of Charge. See the section entitled "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS – Deed of Charge*" for further information.
Paying Agent	Citibank, N.A., London Branch	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB	Agency Agreement by the Issuer. See the section entitled "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS – Agency Agreement*" for further information.
Interest Determination Agent	Citibank, N.A., London Branch	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB	Agency Agreement by the Issuer. See the section entitled "*SUMMARY OF*

Party	**Name**	**Address**	***Document under which appointed/Further Information***
			THE PRINCIPAL TRANSACTION DOCUMENTS – Agency Agreement" for further information.
Registrar	Citibank, N.A., London Branch	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB	Agency Agreement by the Issuer. See the section entitled "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS – Agency Agreement*" for further information.
Corporate Services Provider	Intertrust Management Limited	1 Bartholomew Lane, London EC2N 2AX	Corporate Services Agreement by the Issuer. See the section entitled "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS – Corporate Services Agreement*" for further information.
BMF DD Collection Account Holder	Blue Motor Finance DD Limited	1 Bartholomew Lane, London EC2N 2AX	BMF DD Collection Account Declaration of Trust. See the section entitled "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS – Collection Account Declarations of Trust*" for further information.
Standby Servicer	Equiniti Gateway Ltd	Elder House, St Georges Business Park, Brooklands Road, Weybridge, Surrey, KT13 0TS	Standby Servicer Agreement by the Issuer. See the section entitled "*SUMMARY OF THE PRINCIPAL*

Party	**Name**	**Address**	***Document under which appointed/Further Information***
			TRANSACTION DOCUMENTS – Standby Servicer Agreement" for further information.
Joint Arranger	Citigroup Global Markets Limited	Citigroup Centre, Canada Square London E14 5LB,	Subscription Agreement. See the section entitled *SUBSCRIPTION AND SALE*" for further information.
Joint Arranger	Deutsche Bank AG, London Branch	Winchester House, 1 Great Winchester Street London EC2N 2DB	Subscription Agreement. See the section entitled *SUBSCRIPTION AND SALE*" for further information.
Joint Lead Manager	Citigroup Global Markets Limited	Citigroup Centre, Canada Square London E14 5LB,	Subscription Agreement. See the section entitled *SUBSCRIPTION AND SALE*" for further information.
Joint Lead Manager	Deutsche Bank AG, London Branch	Winchester House, 1 Great Winchester Street London EC2N 2DB	Subscription Agreement. See the section entitled "*SUBSCRIPTION AND SALE*" for further information.
Irish Listing Agent	Arthur Cox Listing Services Limited	Ten Earlsfort Terrace, Dublin 2 D02 T380 Ireland	N/A
Clearing System	Clearstream Banking S.A.	42 Avenue JF Kennedy, L-1885 Luxembourg	N/A
Clearing System	Euroclear Bank SA/NV	1 Boulevard du Roi Albert II, B-1210 Brussels Belgium	N/A

Party	**Name**	**Address**	***Document under which appointed/Further Information***
Rating Agency	Moody's Investors Service Limited	96 Boulevard Haussmann, 75008 Paris France	N/A
Rating Agency	S&P Global Ratings Europe Limited	Fourth Floor, Waterways House, Grand Canal Quay, Dublin 2 Ireland	N/A
Competent Authority	Central Bank of Ireland	N Wall Quay, North Dock, Dublin D01 F7X3 Ireland	N/A
Stock Exchange	Irish Stock Exchange plc trading as Euronext Dublin	Exchange Buildings, Foster Place, Dublin 2 Ireland	N/A
Securitisation Repository	EuroABS Limited	4 Rectory Lane, Sidcup, Kent DA14 4QE	N/A

RISK FACTORS

The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes and the Residual Certificates. All of these factors are contingencies which may or may not occur.

Factors which the Issuer believes are material for the purpose of assessing the market risks associated with the Notes and the Residual Certificates are also described below.

The underlying HP Agreements, the structure of the Transaction Documents and the issue of the Notes and the Residual Certificates, as well as the ratings which are to be assigned to the Notes, are based on English law and Scots law and United Kingdom tax, regulatory and administrative practice in effect as at the date of this Prospectus as they affect the parties to the Transaction and the Portfolio, and having due regard to the expected tax treatment of the Issuer under such law and practice. No assurance can be given as to the impact of any possible change to English law and Scots law and United Kingdom tax, regulatory or administrative practice after the date of this Prospectus.

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes and the Residual Certificates based on the probability of their occurrence and the expected magnitude of their negative impact. However, the Issuer may be unable to pay interest, principal or other amounts on or in connection with the Notes and the Residual Certificates for other reasons not known to the Issuer. Prospective investors are requested to carefully consider all the information in this Prospectus prior to making any investment decision. Prospective investors should make such inquiries and investigations as they consider necessary without relying on the Issuer, the Joint Arrangers, the Joint Lead Managers or any other party referred to herein.

The purchase of the Notes and the Residual Certificates is only suitable for investors (i) that possess adequate knowledge and experience in structured finance investments and have the necessary background and resources to evaluate all relevant risks related with such investments; (ii) that are able to bear the risk of loss of their investment (up to a total loss of the investment) without having to prematurely liquidate the investment; and (iii) that are able to assess the tax aspects and implications of such investment independently.

Furthermore, each potential investor should base its investment decision on its own and independent investigation and on the advice of its professional advisors (with whom the investor may deem it necessary to consult), be able to assess whether an investment in the Notes (i) is in compliance with its financial requirements, its targets and situation (or if it is acquiring the Notes in a fiduciary capacity, those of the beneficiary); (ii) is in compliance with its principles for investments, guidelines for or restrictions on investments (regardless of whether it acquires the Notes for itself or as a trustee); and (iii) is an appropriate investment for itself (or for any beneficiary if acting as a trustee), notwithstanding the risks of such investment.

Neither the Issuer, nor the Joint Arrangers, nor the Joint Lead Managers nor any other Transaction Party is acting as an investment adviser, or assumes any fiduciary obligation, to any investor in the Notes and investors may not rely on any such entity. The Transaction Parties do not assume any responsibility for conducting or failing to conduct any investigation into the business, financial condition, prospects, creditworthiness, status and/or affairs of any of the Transaction Parties.

STRUCTURAL CONSIDERATIONS

Liability under the Notes and the Residual Certificates

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. In particular, the Notes and the Residual Certificates will not be obligations of, or guaranteed by, or be the responsibility of Blue, its affiliates or any other Transaction Party other than the Issuer.

All payment obligations of the Issuer under the Notes and the Residual Certificates constitute exclusively obligations to pay out the sums standing to the credit of the Transaction Account, the Reserve Fund, the Cap Collateral Account and the proceeds from the Security, in each case in accordance with the applicable Priority of Payments. If, following the enforcement of the Security, the proceeds of enforcement prove ultimately insufficient, after payment of all claims ranking in priority to amounts due under the Notes and the Residual Certificates, to pay in full all principal and interest and other amounts whatsoever due in respect of the Notes and the Residual Certificates, any shortfall arising will be extinguished and the Noteholders and the Certificateholders 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. The enforcement of the Security by the Security Trustee is the only remedy available to the Noteholders and the Certificateholders for the purpose of recovering amounts payable in respect of the Notes and the Residual Certificates.

Limited resources of the Issuer

The Issuer is a special purpose entity, with no business operations other than the issue of the Notes and the Residual Certificates, the financing of the purchase of the Portfolio and the entrance into the related Transaction Documents. Therefore, the ability of the Issuer to meet its obligations under the Notes will depend, *inter alia*, upon receipt of:

- payments of Collections under the Purchased Receivables;
- Recovery Collections;
- any Non-Compliant Receivable Repurchase Price or Receivables Indemnity Amount due from the Seller under the Receivables Sale and Purchase Agreement;
- the amount standing to the credit of the Reserve Fund;
- net interest earned on the Reserve Fund and the Transaction Account; and
- payments, if any, under the other Transaction Documents in accordance with the terms thereof.

Blue will also hold its title to Vehicles financed by the HP Agreements in the Portfolio on trust for the Issuer pursuant to the Vehicle Declaration of Trust.

Other than the foregoing, the Issuer will have no other funds available to meet its obligations under the Notes and the Residual Certificates.

Subordination

Pursuant to the Priorities of Payments, 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 all payments due in respect of 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 all payments due in respect of 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 all payments due in respect of 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 X1 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 all other Classes of Notes (other than the Class X2 Notes), as provided in the Conditions and the Transaction Documents. Prior to service of a Note Acceleration Notice payments of interest and principal on the Class X1 Notes will only be made from Available Revenue Receipts to the extent of amounts available in accordance with the Pre-Acceleration Revenue Priority of Payments.

The Class X2 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 all other Classes of Notes, as provided in the Conditions and the Transaction Documents. Prior to service of a Note Acceleration Notice payments of interest and principal on the Class X2 Notes will only be made from Available Revenue Receipts to the extent of amounts available in accordance with the Pre-Acceleration Revenue Priority of Payments.

The Residual Certificates will rank pro rata and pari passu without preference or priority among themselves in relation to Residual Certificate Payments at all times, but 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.

Absence of a secondary market and market value of the Notes and the Residual Certificates

Although application will be made to Euronext Dublin for the Notes to be listed on the official list and to be admitted to trading on the regulated market of Euronext Dublin, as at the Closing Date, there will be no secondary market for the Notes (or the Residual Certificates, which will not be listed). There can be no assurance that there will be bids and offers and that a liquid secondary market for the Notes or the Residual Certificates will develop or that a market will develop for the Notes or the Residual Certificates or, if it develops, that it provides sufficient liquidity to absorb any bids, or that it will continue for the whole life of the Notes or the Residual Certificates.

Further, limited liquidity in the secondary market for asset-backed securities has had a severe adverse effect on the market value of asset-backed securities and may continue to have a severe adverse effect on the market value of asset-backed securities, especially those securities that are more sensitive to prepayment, credit or interest rate risk and those securities that have been structured to meet the investment requirements of limited categories of investors. Consequently, any purchaser of the Notes or the Residual Certificates must be prepared to hold such Notes or the Residual Certificates for an indefinite period of time or until final redemption or maturity of such Notes or the Residual Certificates. The market values of the Notes and the Residual Certificates are likely to fluctuate. Any such fluctuation may be significant and could result in significant losses to investors in the Notes or the Residual Certificates. 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 other similar entities that are currently experiencing funding difficulties could adversely affect an investor's ability to sell, and/or the price an investor receives for the Notes or the Residual Certificates in the secondary market.

On 11 March 2020, the World Health Organization declared that the spread and severity of the SARS-CoV-2 novel coronavirus disease ("**COVID-19**") outbreak had escalated to the point of global pandemic (the "**COVID-19 Pandemic**"). Governments worldwide have implemented measures to contain the spread of the virus including travel bans, quarantines, shut downs and restrictions on public gatherings and commercial activity. The COVID-19 Pandemic, and the measures taken by authorities in response to it, has led to increased volatility and declines in financial markets and severe economic downturn in many countries. The ongoing macro-economic impact of the COVID-19 Pandemic and actions taken by authorities in response to it, could exacerbate the risks described above.

Consequently, any sale of the Notes or the Residual Certificates by the relevant Noteholders or Certificateholders in any secondary market transaction may be at a discount to the original purchase price of such Notes or Residual Certificates. Accordingly, investors should be prepared to remain invested in the Notes or the Residual Certificates until the Legal Maturity Date.

Limited enforcement rights

Following an Event of Default and the service of a Note Acceleration Notice in accordance with Condition 10 (*Events of Default*) or following redemption in full of the Notes, in accordance with Residual Certificate Condition 8 (*Events of Default),* the Security will become enforceable and the Note Trustee may at its discretion direct the Security Trustee to take action to enforce the Security. The Note Trustee shall not be obliged to enforce (or direct the Security Trustee to take such action to enforce) the Security unless directed by the (i) holders of at least 25% in aggregate Outstanding Note Principal Amount of the Most Senior Class of Notes or if so directed by an Extraordinary Resolution of the Most Senior Class of Notes; or (ii) following redemption in full of the Notes, if so directed by the holders of at least 25% in number of the Residual Certificates then in issue or if so directed by an Extraordinary Resolution of the Certificateholders (subject, in each case, to the Note Trustee being indemnified and/or secured and/or prefunded to its satisfaction). The Note Trustee may also, at its discretion, direct the Security Trustee to take action to enforce the Security although the Security Trustee itself is not required to take any action (including

appointing an administrative receiver or other Receiver) unless indemnified and/or secured and/or prefunded to its satisfaction.

The Note Trustee may at any time, at its discretion and will do so subject in each case to the Note Trustee having been indemnified and/or secured and/or prefunded to its satisfaction if it has been directed to do so by the (i) holders of at least 25% in aggregate Outstanding Note Principal Amount of the Most Senior Class of Notes or if so directed by an Extraordinary Resolution of the Most Senior Class of Notes at the relevant date; or (ii) holders of at least 25% in number of the Residual Certificates then in issue or if so directed by an Extraordinary Resolution of the Certificateholders, and, in each case, without notice and in such manner as it deems appropriate:

(a) take such proceedings and/or other steps as it may deem appropriate against or with respect to the Issuer or any other person to enforce its obligations under the Trust Deed, the Transaction Documents, the Conditions and the Residual Certificate Conditions (as applicable) and/or take any other proceedings (including lodging an appeal in any proceedings) with respect to or concerning the Issuer;

(b) exercise any of its rights under, or in connection with the Trust Deed or any other Transaction Document; and/or

(c) give any directions to the Security Trustee under or in connection with any Transaction Document.

To the extent that the Note Trustee acts in accordance with such directions of the Most Senior Class of Notes or the Certificateholders (as applicable), as described above, it will have no obligation to take the interests of any other party into account or to follow any direction given by any other party.

Deferral of interest payments

If, on any Interest Payment Date in relation to any Class of Notes (other than the then Most Senior Class of Notes outstanding), the Issuer has insufficient funds to make payment in full of all amounts of interest (including any interest accrued thereof) payable in respect of any of the junior-ranking Classes of Notes (after having paid or provided for items of higher priority in the Pre-Acceleration Revenue Priority of Payments), then the Issuer will pay only a pro rata share of such aggregate funds by way of interest with respect to each such junior ranking Class of Notes and be entitled under Condition 6 (*Additional interest and subordination*) to defer payment of the unpaid amount until the following Interest Payment Date on which sufficient funds are available to fund the payment of such deferred interest to the extent of such available funds, in accordance with the Conditions.

Only failure to pay interest on the then Most Senior Class of Notes outstanding when the same becomes due and payable shall constitute an Event of Default under the Notes which may result in the Security Trustee enforcing the Security.

Meetings of Noteholders and Certificateholders, modification and waiver

The Notes and the Residual Certificates contain provisions for calling meetings of Noteholders and Certificateholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders and Certificateholders including Noteholders and Certificateholders who did not attend and vote at the relevant meeting and Noteholders and Certificateholders who voted in a manner contrary to the majority.

The Notes, the Residual Certificates and the Trust Deed also provide that the Note Trustee may agree, without the consent of the Noteholders or the Certificateholders, to certain modifications of the Notes, the Residual Certificates and the Transaction Documents, or the waiver or

authorisation of certain breaches or proposed breaches of, the Notes and the Residual Certificates or any of the Transaction Documents.

Pursuant to and in accordance with the detailed provisions of Condition 12(b) (*Amendments and waiver*) and Residual Certificate Condition 10(b) (*Amendments and waiver)*, the Note Trustee shall be obliged, and shall direct the Security Trustee, without any consent of the Noteholders or the Certificateholders, to concur with the Issuer in making any modification (other than a Basic Terms Modification, except in the case of paragraph (i) below) to the Conditions, the Residual Certificate Conditions and/or any Transaction Document that the Issuer considers necessary or advisable for the purpose of:

(a) complying with, or implementing or reflecting, any change in criteria of the Rating Agencies;

(b) enabling the Issuer and/or the Cap Provider to comply with any obligation which applies to it under EMIR, MIFID II / MiFIR or SFTR (as applicable);

(c) complying with any obligation which applies to the Issuer or the Seller under Article 6 of the Securitisation Regulation or Section 15G of the Exchange Act, including as a result of the adoption of regulatory technical standards in relation to Article 6 of the Securitisation Regulation or any other risk retention legislation or regulations or official guidance in relation thereto;

(d) enabling the Notes to be or remain listed on Euronext Dublin;

(e) enabling the Issuer or any other Transaction Party to comply with FATCA (or any voluntary agreement entered into with a taxing authority in relation thereto);

(f) enabling the Issuer to open any custody account for the receipt of any collateral posted by the Cap Provider under the Cap Agreement in the form of securities;

(g) opening additional accounts with an additional account bank or move the Issuer Accounts to be held with an alternative account bank with the Required Ratings;

(h) for so long as the Class A Notes are intended to be held in a manner which will allow for Eurosystem eligibility, maintaining such eligibility;

(i) complying with any changes in the requirements of the Securitisation Regulation, including relating to the treatment of the Notes as a simple, transparent and standardised securitisation, and any related regulatory technical standards authorised under the Securitisation Regulation or regulations or official guidance in relation thereto;

(j) complying with the CRA Regulation; and

(k) changing the benchmark rate on the Notes from SONIA to an Alternative Benchmark Rate (and such other amendments as are necessary or advisable in the reasonable judgment of the Issuer (or the Servicer on its behalf) to facilitate such changes) to the extent there has been or there is reasonably expected to be a material disruption or cessation to SONIA (including changing the benchmark rate referred to in any interest rate hedging agreement to align such rate with the proposed change to SONIA in respect of such Notes or other such consequential amendments) or where the Issuer and the Cap Provider agree to apply an alternative fallback (and make alternative adjustments, amendments and payments) in respect of the transaction under the Cap Agreement following the occurrence of a Benchmark Trigger Event thereunder,

provided that, except for paragraphs (b), (c), (e) and (g), (1) the Issuer shall provide written notice of the proposed modification to the Noteholders and the Certificateholders and (2) Noteholders holding or representing at least 10% of the Outstanding Note Principal Amount of the Most Senior Class of Notes outstanding (or, if the Notes have been redeemed in full, Certificateholders holding at least 10% in number of the Residual Certificates in issue) have not contacted the Issuer or the Note Trustee notifying the Issuer or the Note Trustee that such Noteholders (or Certificateholders, as the case may be) do not consent to the proposed modification.

Each of the Issuer, the Note Trustee and the Security Trustee will rely without further investigation on any certification provided to it in connection with the transaction amendments and will not be required to monitor or investigate whether the Servicer or any other Transaction Party is acting in a commercially responsible manner or to consider the interests of the Noteholders, Certificateholders or any other Secured Creditor, or be liable to any person by acting in accordance with any certification it receives from the Servicer or any other Transaction Party, irrespective of whether any such modification is or may be materially prejudicial to the interests of the Noteholders, Certificateholders or any other Secured Creditor.

There can be no assurance that the effect of such modification to the Transaction Documents will not ultimately adversely affect the interests of the holders of one or all Class of Notes or the Certificateholders.

Certain material interests

Certain parties to the transaction may perform multiple roles, including:

(a) Blue, who will act as Seller and Servicer,

(b) Citibank, N.A., London Branch and Citigroup Global Markets Limited, who (although separate teams) will act as Interest Determination Agent, Cash Manager, Account Bank, Paying Agent, Registrar, Joint Arranger and Joint Lead Manager and may initially hold a significant investment in the Collateralised Notes and the Class X1 Notes; and

(c) Deutsche Bank AG, London Branch who will act as Joint Arranger and Joint Lead Manager.

The terms of the Transaction Documents do not prevent any of the parties to the Transaction Documents from rendering services similar to those provided for in the Transaction Documents to other persons, firms or companies or from carrying on any business similar to or in competition with the business of any of the parties to the Transaction Documents.

Prospective investors should note that the Joint Lead Managers have provided financing to the Seller, either indirectly through warehouse facilities or directly through a secured credit facility. As such, the proceeds of the issuance of the Notes will be used on or about the Closing Date to refinance certain of such financings by the Seller using a portion of the Purchase Price in respect of the Purchased Receivables and their Ancillary Rights in the Purchased Receivables to purchase the relevant Purchased Receivables from the issuers under the warehouse facilities before on-selling certain of such Purchased Receivables to the Issuer. The issuers under the warehouse facilities and the Seller will ultimately use such funds to partially repay the respective Joint Lead Manager(s). Other than where required in accordance with applicable law, the Joint Lead Managers have no obligation to act in any particular manner as a result of their prior, indirect involvement with the Purchased Receivables and any information in relation thereto. With respect to any refinancing to which it is a party, each of the Joint Lead Managers will act in its own commercial interest.

Accordingly, conflicts of interest may exist or may arise as a result of parties to this transaction:

(a) having previously engaged or in the future engaging in transactions with other parties to the transaction;

(b) having multiple roles in this transaction; and/or

(c) carrying out other transactions for third parties,

and such parties may act in a manner that is not consistent with the interests of the Noteholders and the Certificateholders.

In the event that any of the above parties were to fail to perform their obligations (including any failure to deliver reports that it is required to prepare) under the respective agreements to which they are a party (including any failure arising from circumstances beyond their control such as epidemics or pandemics), Noteholders and Certificateholders may be adversely affected.

Ratings of the Notes

The ratings assigned to the Rated Notes by the Rating Agencies take into consideration the structural and legal aspects associated with the Notes, the terms of the Transaction Documents and the underlying Purchased Receivables, the credit quality of the Portfolio, the extent to which the Obligors' payments under the Purchased Receivables are sufficient to make the payments required under the Notes as well as other relevant features of the structure, including, *inter alia*, the credit quality of the Account Bank, the Cap Provider, the Seller and the Servicer (if different). Each Rating Agency's rating reflects only the view of that Rating Agency. Further events, including events affecting the Account Bank, the Cap Provider and the Servicer, could have an adverse effect on the rating of the Rated Notes.

The ratings assigned to the Rated Notes by Moody's address, among other matters:

(a) the likelihood of full and timely payments due to the holders 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 of interest on each Interest Payment Date;

(b) the likelihood of full and ultimate payment of interest due to the holders of the Class X1 Notes, by a date that is not later than the Legal Maturity Date; and

(c) the likelihood of ultimate payment to the holders of the Notes of principal in relation to the Notes on or prior to the Legal Maturity Date.

The ratings assigned to the Rated Notes by S&P address, among other matters:

(a) the likelihood of full and timely payments due to the holders of the Class A Notes, the Class B Notes and the Class C Notes of interest on each Interest Payment Date;

(b) the likelihood of full and ultimate payment of interest to the holders of the Class D Notes, the Class E Notes, the Class F Notes and the Class X1 Notes respectively, by a date that is not later than the Legal Maturity Date; and

(c) the likelihood of ultimate payment to the holders of the Notes of principal in relation to the Notes on or prior to the Legal Maturity Date.

At any time, any Rating Agency may revise its relevant rating methodology with the result that, amongst other things, any rating assigned to the Notes may be affected. In order for the Transaction Documents to comply with new rating methodologies, amendments may need to be made to the Transaction Documents and the consent of the Noteholders may, in certain

circumstances only, be required to implement such amendments. Noteholders should note that, if the amendments required to comply with such new rating methodologies are not implemented, this may ultimately have an adverse impact on the ratings assigned by the relevant Rating Agency to the Rated Notes.

Rating organisations other than the Rating Agencies may seek to rate the Notes and, if such "shadow ratings" or "unsolicited ratings" are lower than the comparable ratings assigned to the Rated Notes by the Rating Agencies, such shadow or unsolicited ratings could have an adverse effect on the value of the Notes. Future events, including events affecting the Account Bank, the Seller and the Servicer (if different) could also have an adverse effect on the rating of the Rated Notes.

A rating in respect of certain securities is not a recommendation to buy, sell or hold such securities and may be subject to revision or withdrawal at any time by the relevant rating organisation. The ratings assigned to the Rated Notes should be evaluated independently from similar ratings on other types of securities. There is no assurance that the ratings of the Rated Notes will continue for any period of time or that they will not be lowered, reviewed, suspended or withdrawn by the Rating Agencies. In addition, the continued rating of the Rated Notes will be, *inter alia*, dependent on the Issuer fulfilling its notification requirements to the relevant Rating Agencies. In the event that the ratings initially assigned to the Rated Notes by the Rating Agencies are subsequently withdrawn or lowered for any reason, no person or entity is obliged to provide any additional support or credit enhancement to the Rated Notes. A qualification, downgrade or withdrawal of any of the ratings of the Rated Notes may impact on the value of the Notes.

Counterparty credit risk

The Issuer is party to contracts with a number of other third parties who have agreed to perform services in relation to the Purchased Receivables, the Notes and the Residual Certificates. Accordingly, the ability of the Issuer to meet its obligations under the Notes and the Residual Certificates depends to a large extent upon the ability of the parties to the Transaction Documents to perform their contractual obligations.

No assurance can be given as to the credit worthiness of the third parties referred to above or that their credit worthiness will not decline in the future. If any third parties: (i) were to fail to perform their obligations under the respective agreement(s) to which they are a party; (ii) were to resign from their appointment; (iii) were to have its appointment under the agreement(s) to which they are a party terminated in accordance with the terms of the Transaction Documents (in each case without being replaced by a suitable replacement party that is able to perform such services, has at least the minimum required ratings and holds the required licences); or (iv) in the event of the insolvency of the Account Bank (or the Collection Account Bank), the collections on the Portfolio or the payments to the Noteholders and the Certificateholders may be disrupted or otherwise adversely affected, which, in turn, may negatively impact the value of, and ultimate return on, the Notes and the Residual Certificates. Prospective investors should also be aware that third parties on which the Issuer relies may be adversely impacted by the general economic climate. In particular, general economic factors may affect the administration, collection and enforcement of the Purchased Receivables by the Servicer in accordance with the Servicing Agreement.

The ongoing macro-economic impact of the COVID-19 Pandemic, and actions taken by authorities in response to it, could exacerbate these risks.

The Transaction Documents do not contain any restrictions on the ability of any third party providing services to the Issuer to change its business plan and/or strategy and/or access to other business lines or markets after the Closing Date. Any changes to the business plan and/or

strategy of a third party service provider could expose that third party to additional risks (including regulatory, operational and systems risk) which could have an adverse effect on the ability of the third party to provide services to the Issuer and, consequently, could have an adverse effect on the Issuer's ability to perform its obligations under the Notes.

Interest Rate Risk

Payments in respect of the Purchased Receivables made to the Seller by an Obligor under an HP Agreement comprise monthly amounts calculated with respect to a fixed interest rate which may be different to Compounded Daily SONIA, which is the rate of interest (plus a margin) payable on the Notes.

The Issuer has entered into the Cap Agreement. The purpose of the Cap Agreement is to mitigate the interest rate risk of the Issuer arising in connection with the issuance of the Notes. The Cap Agreement consists of a 1992 ISDA Master Agreement, the associated schedule, an interest rate cap confirmation and a credit support annex thereunder.

Pursuant to the Cap Agreement entered into by the Issuer and the Cap Provider, the Issuer will pay to the Cap Provider (or there will be paid to the Cap Provider on the Issuer's behalf) the Cap Premium on or about the Closing Date.

In return, the Cap Provider will pay to the Issuer on each Interest Payment Date an amount equal to the product of (i) the Cap Notional Amount and (ii) a rate equal to the percentage by which Compounded Daily SONIA exceeds the Cap Rate and (iii) the Day Count Fraction.

During those periods in which Compounded Daily SONIA does not exceed the Cap Rate under the Cap Agreement, no such payment will be due to the Issuer. During periods in which Compounded Daily SONIA is higher than the Cap Rate under the Cap Agreement, the Issuer will be more dependent on receiving payments from the Cap Provider in order to make interest payments on the Notes. If the Cap Provider fails to pay any amounts when due under the Cap Agreement, the Collections from Purchased Receivables and the Reserve Fund 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.

In addition, the Cap Notional Amount for each Interest Period will be determined in accordance with a fixed amortisation schedule appended to the interest rate cap transaction confirmation (see "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS – Cap Agreement*"), which is unlikely to exactly match – and could (depending on the rate of repayment on the Notes) deviate significantly from – the Aggregate Outstanding Note Principal Amount of the Notes. During periods in which (a) Compounded Daily SONIA exceeds the Cap Rate and (b) the Cap Notional Amount is less than the Aggregate Outstanding Note Principal Amount of the Notes, payments under the Cap Agreement will not fully mitigate interest rate risks, which could in turn 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 and the Residual Certificates.

The market continues to develop in relation to SONIA as a reference rate for floating rate notes

Investors should be aware that the market continues to develop in relation to the Sterling Overnight Index Average (SONIA) as a reference rate in the capital markets and its adoption as an alternative to Sterling 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 the Notes. 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 Interest Payment Date. It may be difficult for investors in the Notes 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 (*Events of Default*), 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 public auto loan 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 the Notes.

Changes or uncertainty in respect of SONIA may affect the value and payment of interest under the Notes

Various interest rates and other indices which are deemed to be "benchmarks", including SONIA, are the subject of recent national and international regulatory reforms and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented including the Benchmarks Regulation.

Under the Benchmarks Regulation, which came into force from 1 January 2018 in general, requirements apply with respect to the provision of a wide range of benchmarks (including SONIA), the contribution of input data to a benchmark and the use of a benchmark within the European Union. In particular, the Benchmarks Regulation, among other things, (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and to comply with extensive requirements in relation to the administration of benchmarks and (ii) prevents certain uses by EU-supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU-based, deemed equivalent or recognised or endorsed).

The FCA has indicated in a series of statements and speeches that it will no longer guarantee LIBOR publication after 2021. Since January 2018, the Bank of England and FCA's Working Group on Sterling Risk-Free Rates has been mandated with implementing a broad-based transition to SONIA so that SONIA is established as the primary sterling interest rate benchmark by the end of 2021.

These reforms, benchmarks reforms at a European level, and other pressures may cause one or more interest rate benchmarks to disappear entirely or 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. In particular, investors should be aware that:

(a) 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;

(b) while an amendment may be made under Condition 12(b) (*Amendments and waiver*) to change the SONIA rate on the Notes to an alternative base rate under certain circumstances broadly related to SONIA disruption or discontinuation and subject to

certain conditions, there can be no assurance that any such amendment will be made or, if made, that it (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 or (ii) will be made prior to any date on which any of the risks described in this risk factor may become relevant; and

(c) if SONIA is discontinued or is otherwise unavailable, and whether or not an amendment is made under Condition 12(b) (*Amendments and waiver*) to change the SONIA rate on the Notes as described in paragraph (b) above, there can be no assurance that the applicable fall-back provisions under the Cap Agreement would operate to allow the transactions under the Cap Agreement to effectively mitigate interest rate risk in respect of the Notes and may in certain circumstances result in the effective application of a fixed rate based on the rate which applied in the previous period when SONIA was available.

Investors should note the various circumstances under which a Benchmark Rate Modification may be made, which are specified in Condition 12(b) (*Amendments and waiver*). As noted above, these events broadly relate to SONIA's disruption or discontinuation, but also include, *inter alia*, any public statements by the regulatory supervisor of the administrator of the Applicable Benchmark Rate to that effect, and a Benchmark Rate Modification may also be made if the Issuer (or the Servicer) reasonably expects any of these events to occur. Investors should also note the various options permitted as an Alternative Benchmark Rate as set out in Condition 12(b) (*Amendments and waiver*).

Moreover, any of the above matters (including an amendment to change the SONIA 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 the Residual Certificates and/or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Notes and the Residual Certificates. Changes in the manner of administration of SONIA could result in adjustment to the Conditions and the Residual Certificate Conditions, early redemption, delisting or other consequences in relation to the Notes and the Residual Certificates. 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 and the Residual Certificates.

Interest on the Notes

The interest rate payable by the Issuer with respect to the Notes is calculated as the sum of Compounded Daily SONIA and the applicable margin (the sum is subject to a floor of zero) as set out in the Conditions. In the event that Compounded Daily SONIA were to fall to a negative rate, the absolute value of which exceeds the applicable margin, the holders of a Class of Notes will not receive any interest payments on that Class of Notes.

Termination of the Cap Agreement

Generally, the cap transaction under the Cap Agreement may only be terminated early upon the occurrence of certain events of default or termination events set forth in the Cap Agreement.

The Cap Provider may terminate the Cap Agreement if, among other things, (i) the Issuer becomes insolvent, (ii) the Issuer fails to make a payment under the Cap Agreement when due and such failure is not remedied within 3 Business Days of notice of such failure being given, (iii) performance of the Cap Agreement becomes illegal or a force majeure event occurs, (iv) a Note Acceleration Notice is served on the Issuer, (v) payments from the Cap Provider are increased for a set period of time due to tax reasons or (vi) all of the Notes then outstanding become subject to redemption as a result of a Clean-up Call, the exercise of optional redemption for tax reasons pursuant to Condition 5(b) (*Redemption for taxation reasons*) or redemption in full prior to the Legal Maturity Date pursuant to Condition 5(c) (Mandatory early redemption in part), (vii) an

amendment is made to the Transaction Documents which affects the timing or priority of payments under the Cap Agreement without the consent of the Cap Provider, or (viii) the Issuer misrepresents its status in respect of EMIR (as to which see "*LEGAL AND REGULATORY CONSIDERATIONS - European Market Infrastructure Regulation (EMIR), Markets in Financial Instruments Directive (MiFID) and Securities Financing Transactions Regulation (SFTR)*"). The Issuer may terminate the Cap Agreement if, among other things, (i) the Cap Provider becomes insolvent, (ii) such Cap Provider fails to make a payment under the Cap Agreement when due and such failure is not remedied within 3 Business Days of notice of such failure being given, (iii) performance of the Cap Agreement becomes illegal or a force majeure event occurs, (iv) payments to the Issuer are reduced due to tax for a period of time, (v) the Cap Provider fails to comply with the various downgrade requirements of the Rating Agencies, or (vii) the benchmark rate on the Notes is changed and the Alternative Benchmark Rate is different to the benchmark rate under the Cap Agreement. The transaction under the Cap Agreement will terminate upon redemption of the Notes in full.

The Issuer is exposed to the risk that the Cap Provider may become insolvent or may suffer from a ratings downgrade. In the event that the Cap Provider suffers a ratings downgrade and ceases to be an Eligible Cap Provider, the Issuer may terminate the Cap Agreement if such Cap Provider fails, within a set period of time, to take certain actions intended to mitigate the effects of such downgrade. Such actions could include such Cap Provider collateralising its obligations as a referenced amount calculated in accordance with a credit support annex to the 1992 ISDA Master Agreement, transferring its obligations to a replacement Cap Provider or procuring a guarantee. However, in the event such Cap Provider is downgraded there can be no assurance that a guarantor or replacement Cap Provider will be found or that the amount of collateral will be sufficient to meet the Cap Provider's obligations.

If the Cap Agreement is terminated by either party or the Cap Provider becomes insolvent, the Issuer may not be able to enter into a replacement Cap Agreement immediately or at all. To the extent a replacement cap is not entered into on a timely basis, the amount available to pay the principal of and interest under the Notes will be reduced if the interest rates under such Notes exceed the Cap Rate under the terminated Cap Agreement. Under these circumstances the Purchased Receivables and the Reserve Fund 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.

In the event of the insolvency of the Cap Provider, the Issuer will be treated as a general creditor of such Cap Provider and is consequently subject to the credit risk of such Cap Provider. To mitigate this risk, under the terms of the Cap Agreement, the Cap Provider will be obliged to post collateral or take an alternative remedy in accordance with the terms of the Cap Agreement in the event that the relevant ratings of such Cap Provider fall below certain levels (which are set out in the Cap Agreement and described in further detail in the section entitled "*TRIGGERS TABLE – RATING TRIGGERS TABLE*") while the Cap Agreement is outstanding. However, no assurance can be given that sufficient collateral will be available to the Cap Provider such that it is able to post collateral in accordance with the requirements of the Cap Agreement or that the collateral will be posted on time in accordance with the Cap Agreement. If the Cap Provider fails to post sufficient collateral, there is a risk that the Issuer will have insufficient funds to make payments on the Notes.

In the event that the relevant ratings of the Cap Provider are below certain levels (which are set out in the Cap Agreement and described in further detail in the section entitled "*TRIGGERS TABLE – RATING TRIGGERS TABLE*") while the Cap Agreement is outstanding, the Cap Provider will, in accordance with the terms of the Cap Agreement, be required to elect to take certain remedial measures within the applicable time frame stipulated in the Cap Agreement (at its own cost) which may include providing collateral in support of its obligations under the Cap

Agreement, arranging for its obligations under the Cap Agreement to be transferred to an entity which is an Eligible Cap Provider, procuring another entity which is an Eligible Cap Provider to become co-obligor or guarantor in respect of its obligations under the Cap Agreement, or taking such other action as required to maintain or restore the rating of the Rated Notes. However, no assurance can be given that, at the time that such actions are required, sufficient collateral will be available to the Cap Provider for posting or that another entity which is an Eligible Cap Provider will be available to become a replacement Cap Provider, co-obligor or guarantor or that the Cap Provider will be able to take the requisite other action. If the remedial measures following a downgrade of the Cap Provider below the level of an Eligible Cap Provider are not taken within the applicable time frames, this will permit the Issuer to terminate the Cap Agreement early.

Employees

HP Agreements with Obligors who are employees of Blue at the time of sale will not be sold to the Issuer. In very limited cases it is possible that some Obligors may be employees of Blue if they become employees after entering into their HP Agreement. Consequently, they may have a right of set-off against amounts due under the Purchased Receivables against unpaid wages or other cash benefits. Any such set-off may adversely affect the Issuer's ability to make payments in full when due on the Notes.

Eurosystem Eligibility

The Class A Notes are intended to be held in a manner which will allow Eurosystem eligibility. On the Closing Date, the Class A Notes will be issued under NSS. This means that the Class A Notes are intended upon issue to be deposited with one of Euroclear or Clearstream, Luxembourg as Common Safekeeper, but does not necessarily mean that the Class A Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem ("**Eurosystem eligible collateral**") either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of all of the other Eurosystem eligibility criteria. It is expected that the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes, the Class X Notes and the Residual Certificates will not satisfy the Eurosystem eligibility criteria.

Neither the Issuer, the Joint Arrangers, the Joint Lead Managers nor any other Transaction Party gives any representation, warranty, confirmation or guarantee to any investor in the Class A Notes that the Class A Notes will, either upon issue, or any or at all times during their life, satisfy all or any requirements for Eurosystem eligibility and be recognised as Eurosystem eligible collateral. Any prospective investor in the Class A Notes should consult its professional advisors with respect to whether or not the Class A Notes constitute Eurosystem eligible collateral at any point of time during the life of the Class A Notes.

Bank of England Eligibility

Certain investors in the Class A Notes may wish to consider the use of the Class A Notes as eligible securities for the purposes of the Bank of England's Discount Window Facility ("**DWF**"), the Indexed Long-Term Repo ("**ILTR**") scheme or other liquidity schemes offered by the Bank of England from time to time. Recognition of the Class A Notes as eligible securities for the purposes of the DWF or the ILTR will depend upon satisfaction of the eligibility criteria as specified by the Bank of England. If the Class A Notes do not satisfy the criteria specified by the Bank of England, there is a risk that the Class A Notes will not be eligible DWF or ILTR collateral. None of the Issuer, the Joint Arrangers or the Joint Lead Managers or any other party gives any representation, warranty, confirmation or guarantee to any investor in the Class A Notes that the Class A Notes will, either upon issue, or at any or all times during their life, satisfy all or any requirements for the DWF or the ILTR of such schemes and be recognised as eligible DWF or ILTR collateral. Any potential investor in the Class A Notes should make its own determinations and seek its own advice with respect to whether or not the Class A Notes constitute eligible DWF or ILTR collateral.

THE PORTFOLIO AND THE SELLER

As the Issuer's beneficial interest in the Purchased Receivables is the primary source of funds, the Issuer's ability to pay interest and to repay principal on the Notes and the Residual Certificates is largely dependent upon the performance of the Portfolio and the servicing of the Portfolio. The following risks relating to the Portfolio could therefore indirectly affect the Issuer's ability to meet its obligations under the Notes and the Residual Certificates.

Servicing of the Portfolio

The Servicer will be appointed by the Issuer to service the Purchased Receivables and enforce any rights in respect of the Purchased Receivables and the related HP Agreements. Consequently, the net cash flows from the Purchased Receivables may be affected by decisions made, actions taken and the collection procedures adopted by, the Servicer. To address this risk, the terms of the Servicing Agreement provide that the Servicer will devote to the performance of its obligations and the exercise of its discretions thereunder and its exercise of the rights of the Issuer in respect of contracts and arrangements giving rise to payment obligations in respect of the Purchased Receivables at least the same amount of time and attention and exercise the higher of: (i) the level of skill, care and diligence it would exercise if it were administering receivables in respect of which it held the entire benefit; and (ii) the level of skill, care and diligence of a reasonably prudent servicer of automotive consumer loans in the United Kingdom. However, the Servicer will also continue to perform debt collection services for its own account and in respect of portfolios owned by third parties and therefore will not be exclusively dedicated to the performance of the Servicer's activities under the Servicing Agreement. See "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS — Servicing Agreement*" and "*THE SELLER AND THE SERVICER — Credit and Collection Procedures*".

The Servicer will carry out the administration, collection and enforcement of the Purchased Receivables in accordance with the Servicer's Credit and Collection Procedures. Accordingly, the Noteholders and the Certificateholders are relying on the business judgment and practices of the Servicer as to the liquidation of the Purchased Receivables against the Obligors. See "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS — Servicing Agreement*" and "*THE SELLER AND THE SERVICER — Credit and Collection Procedures*".

Upon the occurrence of any Servicer Termination Event, the Issuer and the Security Trustee will have the right to remove Blue as Servicer (in this regard see further "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS — Servicing Agreement*"). If the appointment of Blue is terminated, the Issuer will (a) deliver a notice to invoke the Standby Servicer, which, upon completion of the procedures contemplated by the Standby Servicer Agreement, is expected to assume responsibility for the administration of the Purchased Receivables on the terms of the Replacement Servicing Agreement, or (b) if there is no Standby Servicer or the Standby Servicer is for any reason unable to assume responsibility for the administration of the Purchased Receivables and subject to there being sufficient funds available for the Issuer to obtain expert assistance, use all reasonable endeavours to appoint a replacement Servicer to perform the obligations which Blue agrees to provide under the Servicing Agreement. The Servicer may also resign its appointment on not less than 12 months' written notice to the Issuer, the Seller, the Security Trustee and the Standby Servicer (with a copy being sent to the Cash Manager and the Rating Agencies), provided that such resignation shall not take effect until the Issuer and the Security Trustee consent in writing to such resignation and the Standby Servicer or replacement servicer has been appointed as Servicer. See the section "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS — Servicing Agreement*" and "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS — Standby Servicer Agreement*" for further details. In addition, the Servicer has undertaken in the Servicing Agreement that if it makes any amendments to the Credit and Collection Procedures then, to the extent such changes are material, the Servicer shall as soon as practicable after such change notify the Issuer, the Security Trustee, the Standby

Servicer and the Rating Agencies. Any changes, additions and/or alternatives made to the Credit and Collection Procedures may only be made in accordance with the Servicer Standard of Care.

There is no guarantee that the Standby Servicer or a replacement Servicer (as the case may be) providing servicing at the same level as Blue can be appointed on a timely basis or at all. Any delay or failure to make such an appointment may have an adverse effect on the Issuer's ability to make payments on the Notes and the Residual Certificates. No assurance can be given that any replacement Servicer will not charge fees in excess of the fees to be paid to Blue as Servicer. The payment of fees to the Servicer, the Standby Servicer and any replacement Servicer will rank in priority to amounts paid to Noteholders and the Certificateholders in accordance with the relevant Priority of Payments and any increase in the level of fees paid to the replacement Servicer would reduce the amounts available to the Issuer to make payments in respect of the Notes and the Residual Certificates.

The appointment of Blue as Servicer under the Servicing Agreement may be terminated as a result of, among other circumstances, a default by it in performing its obligations under the Servicing Agreement or its insolvency. The appointment of Blue as Servicer may not be terminated until the Standby Servicer has assumed responsibility for the administration of the Purchased Receivables as contemplated by the Standby Servicer Agreement or a replacement Servicer has been appointed.

The COVID-19 Pandemic may have a material negative impact on the performance of the Servicer

In response to the COVID-19 Pandemic, the Servicer has modified its business practices, including the imposition of restrictions on employee travel, changes to working locations and the cancellation of physical participation in meetings. The Servicer may take further actions required by authorities or that it determines are in the best interests of its employees, customers, partners or suppliers. There is no certainty that such measures will be sufficient to mitigate the risks posed by the COVID-19 Pandemic, and the implementation of such measures (or their insufficiency) could harm the Servicer's ability to perform critical functions. The unavailability of staff could adversely impact the quality and continuity of service to customers.

Since the imposition of lockdown measures by the UK government on 23 March 2020, the Servicer has experienced a significant increase in customer enquiries. Many of these enquiries comprise applications for COVID-19 Payment Deferrals (see "*RISK FACTORS – The Portfolio and the Seller – The COVID-19 Pandemic may have a material negative impact on the performance of the Portfolio; COVID-19 Payment Deferrals*"). The Servicer has responded to these demands by increasing the size of its collections team to maintain existing standards and customer engagement levels. However, if the volume and complexity of such enquiries increases (for example, as a result of a deterioration in macro-economic conditions, or the introduction of further consumer protection measures by authorities), there can be no assurance that the Servicer will be able to meet demand and/or to maintain standards and customer engagement levels.

UK Government lockdowns, restrictions, requirements to maintain social distance and related obligations relating to health and safety in the workplace may restrict Blue's ability (and the ability of third party collection agents with which it works) to carry out collections procedures in the ordinary course. Blue uses vehicle auction houses to sell repossessed and redelivered Vehicles. 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.

These factors, taken together or individually, could have a negative impact on the Servicer's ability to perform its obligations and, as a result, may have an adverse impact on the amount of Collections received from the Purchased Receivables and thereby on the ability of the Issuer to make payments under the Notes.

Characteristics of the Portfolio

The characteristics of the Portfolio will differ from the characteristics of the Provisional Portfolio as at the Provisional Cut-Off Date, because of (i) redemptions of HP Agreements occurring, or enforcement procedures being completed, in each case during the period between 31 May 2020 (the "**Provisional Cut-Off Date**") and the Cut-Off Date, (ii) other Receivables which satisfy the Eligibility Criteria being included in the Portfolio and/or (iii) the Seller becoming aware that one or more of the loans in the Provisional Portfolio would not comply with the Seller Receivables Warranties on the Closing Date.

Limited Data and Due Diligence relating to the Portfolio

None of the Joint Arrangers, the Joint Lead Managers, the Transaction Parties or any other person referred to herein (other than the Seller but only as explicitly described herein) has undertaken or will undertake any investigations, searches or other actions to verify any details in respect of the Purchased Receivables or the HP Agreements or to establish the creditworthiness of any Obligor. Each of the afore-mentioned persons will rely solely on the accuracy of the representations and warranties and the financial information given by the Seller to the Issuer in the Receivables Sale and Purchase Agreement in respect of, *inter alia*, the Purchased Receivables, the Obligors, the HP Agreements underlying the Purchased Receivables and the related Vehicles. The benefit of the representations and warranties given to the Issuer will be transferred by the Issuer to the Security Trustee for the benefit of the Secured Creditors under the Deed of Charge.

The Seller is under no obligation to, and will not, provide the Issuer or any other Transaction Party with financial or other information specific to individual Obligors and HP Agreements to which the Purchased Receivables relate. Any such person will only be supplied with general information in relation to the aggregate of the Obligors and the HP Agreements, none of which such person has taken steps to verify. Further, neither the Issuer nor any other Transaction Party will have any right to inspect the internal records of the Seller.

Should the Seller fail to take appropriate remedial action under the terms of the Receivables Sale and Purchase Agreement, this may have an adverse effect on the value of the Purchased Receivables and on the ability of the Issuer to make payments under the Notes.

Risk of late payment of monthly instalments

The performance of the Purchased Receivable depends on a number of factors, including general economic conditions, unemployment levels and the circumstances of individual Obligors. Whilst each HP Agreement has due dates for scheduled payments thereunder, there is no assurance that the Obligors under those HP Agreements will pay in time, or at all. Obligors may default on their obligations due under the HP Agreements for a variety of financial and personal reasons, including loss or reduction of earnings, illness (including any illness arising in connection with an epidemic or a pandemic), divorce and other similar factors which may, individually or in combination lead to an increase in delinquencies by and bankruptcies of the Obligors. The Servicer may also agree to COVID-19 Payment Deferrals with Obligors (see "*RISK FACTORS – The Portfolio and the Seller – The COVID-19 Pandemic may have a material negative impact on the performance of the Portfolio; COVID-19 Payment Deferrals*").

Blue originates Receivables to Obligors which are allocated to a risk tier ranging from Risk Tier 1 to Risk Tier 8, which it considers to be "prime" to "near prime" risk tiers. In certain circumstances

the credit rules allow for lending to customers who may, in the past, have had impairments to their credit profile, such as a county court judgment, subject to specific conditions and restrictions and where Blue is satisfied that the customer has shown financial stability and has been a responsible debtor since the occurrence of the relevant event (please see the section "*THE SELLER AND THE SERVICER – Underwriting – Credit underwriting*"). The Portfolio includes a small proportion of Receivables which fall into this category. The Portfolio does not, however, contain any Receivables in relation to which the Obligor has been subject to a county court judgment within the period of three years prior to the Provisional Cut-Off Date. Certain national and international macroeconomic factors may also contribute to or hinder the economic health of an Obligor and thus the economic performance of the Purchased Receivables. Any such failure by the Obligors to make payments under the HP Agreements would have an adverse effect on the Issuer's ability to make payments under the Notes and the Residual Certificates. 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, the Reserve Fund in part mitigates the risk of late payment by Obligors. Prior to the delivery of a Note Acceleration Notice in the event of shortfalls under the Purchased Receivables the Issuer may draw on amounts standing to the credit of the relevant Reserve Fund to make payments in respect of interest 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 in accordance with the applicable Priority of Payments, however, no assurance can be given that the Issuer will have sufficient funds to make payments in full in respect of the Notes.

The COVID-19 Pandemic may have a material negative impact on the performance of the Portfolio; COVID-19 Payment Deferrals

In response to the COVID-19 Pandemic, the FCA produced guidance in April 2020 introducing a package of measures to support consumer credit customers facing payment difficulties due to the COVID-19 Pandemic (see "*LEGAL AND REGULATORY CONSIDERATIONS – Motor finance agreements and COVID-19; FCA COVID-19 Guidance*"). In accordance with the FCA COVID-19 Guidance, an Obligor may request from the Servicer a 'payment deferral' or other payment arrangement as a result of the direct or indirect impact of the COVID-19 Pandemic (a "**COVID-19 Payment Deferral**"). As at the date of this Prospectus, customers who are temporarily impacted by COVID-19 are entitled to apply for a COVID-19 Payment Deferral for a period of up to three months. In July 2020, the FCA announced further proposals under which COVID-19 Payment Deferrals would be extendable for a further period of up to three months (as is the case for other types of lending, such as residential mortgages).

Any Purchased Receivable that is subject to a COVID-19 Payment Deferral following a successful application by the Obligor (a "**COVID-19 Payment Deferral Receivable**") can remain in the Portfolio. Whether or not a COVID-19 Payment Deferral will be granted is subject to the prevailing policies and procedures of the Servicer, which may be amended from time to time.

Pursuant to the FCA COVID-19 Guidance, a COVID-19 Payment Deferral Receivable will not, as a result of the COVID-19 Payment Deferral to which it is subject, be considered in arrears (or further in arrears) or be subject to a debt restructuring process. See further "*LEGAL AND REGULATORY CONSIDERATIONS – Motor finance agreements and COVID-19; FCA COVID-19 Guidance*".

Due to the impact on timing and quantum of payments in respect of the Purchased Receivables, increased levels of COVID-19 Payment Deferral Receivables may result in a reduction of funds available to the Issuer to meet its obligations under the Notes. Approximately 10.5 per cent. of the Provisional Portfolio (based on the aggregate Outstanding Balance of the Purchased Receivables as at the Provisional Cut-Off Date) are Purchased Receivables that are COVID-19 Payment Deferral Receivables as at the Provisional Cut-Off Date.

As at the Provisional Cut-Off Date:

(a) 59.9 per cent. of the COVID-19 Payment Deferral Receivables, representing 6.2 per cent. of the Provisional Portfolio (in each case based on the aggregate Outstanding Balance of the Purchased Receivables as at the Provisional Cut-Off Date) are Receivables (i) that are subject to a payment deferral; (ii) in relation to which a payment arrangement has been put in place that requires the Obligor to pay less than 50% of their normal Monthly Payment; or (iii) in relation to which a payment arrangement has been put in place that requires the Obligor to pay more than 50% of their normal Monthly Payment, that Obligor has an arrears state which is not up to date (classified as more than one missed payment) and Blue has assessed that such Obligor has been more impacted as a result of the COVID-19 Pandemic; and

(b) 40.1 per cent. of the COVID-19 Payment Deferral Receivables, representing 4.3 per cent. of the Provisional Portfolio (based on the aggregate Outstanding Balance of the Purchased Receivables as at the Provisional Cut-Off Date) are Receivables in relation to which the Obligor has contacted Blue regarding COVID-19 and a payment arrangement has been put in place that requires the Obligor to pay more than 50% of their normal Monthly Payment, that Obligor has an up-to-date arrears state (classified as less than one missed payment) and Blue has assessed that there has been no impact on that Obligor's employment as a result of the COVID-19 Pandemic or a lesser impact on their employment i.e. reduced hours.

The receivables in paragraph (a) above are referred to in this Prospectus as "**Materially Impacted COVID-19 Receivables**".

The receivables in paragraph (b) above, together with other Receivables in relation to which, as at the Provisional Cut-Off Date, the Obligor had contacted Blue regarding COVID-19 but (i) their application for a COVID-19 Payment Deferral had been declined, or (ii) the status of that Obligor had yet to be determined, or (iii) where payments are being made as normal, are referred to in this Prospectus as "**Non-Materially Impacted COVID-19 Receivables**"). Together, Materially Impacted COVID-19 Receivables and Non-Materially Impacted COVID-19 Receivables are referred to in this Prospectus as "**COVID-19 Impacted Receivables**".

The total number of Obligors who may seek to take up these opportunities, and therefore the impact of the FCA COVID-19 Guidance on the performance of the Purchased Receivables in the Portfolio, is not known as at the date of this Prospectus. If the timing of the payments, as well as the quantum of such payments, in respect of the Purchased Receivables is adversely affected, then payments on the Notes could be reduced and/or delayed and could ultimately result in losses on the Notes.

Risk of Early Repayment

In the event that the HP Agreements underlying the Purchased Receivables are prematurely terminated or otherwise settled early, the Noteholders (other than the Class X1 Noteholders and the Class X2 Noteholders) will (not taking into account any loss suffered by the Issuer with respect to some or all of the Purchased Receivables, which is described above) be repaid the principal which they invested, but will receive interest and Certificateholders will receive Residual Certificate Payments for a period of time that is shorter than the period stipulated in the respective HP Agreement. In addition, faster than expected repayments on the Purchased Receivables may reduce the yield of the Notes and the Residual Certificates.

The rate of prepayment of the 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

auto finance market, the availability of alternative financing and local and regional economic conditions. This issue is exacerbated by the significant macro-economic disruption resulting from the COVID-19 Pandemic and the measures taken by authorities in response to it. Therefore, no assurance can be given as to the level of prepayment that the Purchased Receivables will experience. Based on assumed rates of prepayment, the approximate average lives and principal payment windows of each Class of Notes are set out in the section entitled "*ESTIMATED WEIGHTED AVERAGE LIFE OF THE NOTES*". However, the actual characteristics and performance of the Purchased Receivables will differ from such assumptions and any difference will affect the percentages of the initial amount outstanding of the Notes which are outstanding over time and the weighted average lives of the Notes. See "*RISK FACTORS – The Portfolio and the Seller – Performance of Purchased Receivables is Uncertain*" and "*RISK FACTORS – The Portfolio and the Seller – The COVID-19 Pandemic may have a material negative impact on the performance of the Portfolio; COVID-19 Payment Deferrals*".

Rights in relation to the Vehicles

The ownership of the Vehicles which are the subject of HP Agreements which are included in the Portfolio will be retained by Blue. The Issuer will have the benefit of an assignment of the Collections which includes the Vehicle Sale Proceeds. Blue will declare a trust in favour of the Issuer over the Vehicles which are the subject of HP Agreements included in the Portfolio (the "**Vehicle Declaration of Trust**") and accordingly will hold title to such Vehicles and any Vehicle Sale Proceeds arising in relation thereto on trust for the Issuer.

Nonetheless, the Issuer will rely on the Seller fulfilling its contractual undertaking to pay to the Issuer such Vehicle Sale Proceeds. Accordingly, in the event of any insolvency of Blue, although the Issuer has the benefit of the Vehicle Declaration of Trust declared by Blue over its interest in the Vehicles and the Vehicle Sale Proceeds of such Vehicles, the Issuer is reliant on any administrator or liquidator of Blue taking appropriate steps to sell such Vehicles. Because the Vehicle Sale Proceeds will be transferred to the Issuer, this will be of no value to Blue's creditors as a whole and therefore an administrator or liquidator will not have any financial incentive to take such steps, which may adversely impact the timing or amount of collections available to the Issuer to make payments on the Notes. The Issuer has accordingly taken further steps to mitigate this risk by the inclusion of a provision in the Receivables Sale and Purchase Agreement providing that, following the appointment of an Insolvency Official in respect of the Seller, the Issuer will pay to the Seller the Incentive Fee in respect of each related Vehicle resold by the Seller pursuant to the Receivables Sale and Purchase Agreement from and only to the extent of the Vehicle Sale Proceeds, and that in satisfaction of this obligation the Seller will be entitled to retain the Incentive Fee from the Vehicle Sale Proceeds of any related Vehicle. However, there can be no certainty that any administrator or liquidator would take such actions and no contractual obligations on Blue to do so that would be enforceable against Blue or an administrator or liquidator thereof after the commencement of the administration or liquidation of Blue.

Certain third parties may also acquire rights in relation to the Vehicles which could prejudice the collection of the Vehicle Sale Proceeds by the Issuer. Most notably, if a creditor secures a money judgment against Blue, a High Court enforcement officer is empowered to seize and sell Blue's goods and chattels, in an amount sufficient to satisfy the judgment debt and cost of execution, through a writ of control or its Scottish equivalent. This means that the Vehicles, which remain the property of Blue, will be at risk of execution from a judgment creditor, although a third party may apply to the Court to contest the sale. Such creditor enforcement action is not possible (without the leave of court) once administration or liquidation of Blue intervenes, since such action is effectively stayed by the advent of the insolvency proceedings.

Performance of Purchased Receivables is Uncertain

The payment of principal and interest on the Notes is dependent on, among other matters, the performance of the Purchased Receivables. Accordingly, the Noteholders and the Certificateholders will be exposed to the credit risk of the Obligors, including the risk of default in payment by the Obligors.

The performance of the Purchased Receivables depends on a number of factors, including general economic conditions, unemployment levels, the circumstances of individual Obligors, Blue's underwriting standards at origination and the success of Blue's servicing and collection strategies. The performance of the Purchased Receivables may also be affected by COVID-19 Payment Deferrals and the wider impact of the COVID-19 Pandemic (see "*RISK FACTORS – The Portfolio and the Seller – The COVID-19 Pandemic may have a material negative impact on the performance of the Portfolio; COVID-19 Payment Deferrals*"). Consequently, there can be no assurance as to how the Purchased Receivables (and accordingly the Notes and the Residual Certificates) will perform based on credit evaluation scores or other similar measures. If the performance of the Purchased Receivables was adversely affected by such factors, the Issuer's ability to make payments of interest and/or principal on the Notes could be adversely affected.

Risk of Losses on the Purchased Receivables

The Issuer is subject to the risk of default in payment by the Obligors and the inability of the Servicer, on behalf of the Issuer, to realise or recover sufficient funds under the Servicer's Credit and Collection Procedures in respect of any HP Agreement and its related Vehicle in order to discharge all amounts due and owing by the relevant Obligor(s) under such HP Agreement, which may adversely affect payments on the Notes and the Residual Certificates. This risk is mitigated to some extent by certain credit enhancement features which are described in the section entitled "*CREDIT STRUCTURE AND CASHFLOW*". However, no assurance can be made as to the effectiveness of such credit enhancement features, or that such credit enhancement features will protect the Noteholders and Certificateholders from all risk of loss. Should there be credit losses arising in respect of the HP Agreements, this could have an adverse effect on the ability of the Issuer to make payments of interest and/or principal on the Notes or other amounts under the Residual Certificates.

Potential adverse changes to the value and/or composition of the Portfolio – right to Vehicles may not be sufficient to ensure the Issuer's ability to make payments under the Notes and the Residual Certificates

No assurances can be given that the respective values of the Vehicles to which the Portfolio relates have not depreciated and 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. Any proceeds of sale of a Vehicle by Blue following its repossession or redelivery may be less than the amount owed under the related HP Agreement, and any Vehicle may be subject to an existing lien (for example, in respect of repairs carried out by a garage for which no payment has yet been made). Additionally, pricing of used vehicles fluctuates according to supply and demand which is driven by broader economic factors.

If this has happened or happens in the future, or if the used car market in the United Kingdom or any parts thereof (whether in respect of particular vehicle brands or vehicles more generally (for example, due to a movement away from diesel engines)) should experience a downturn, or if there is a further general deterioration of the economic conditions in the United Kingdom or any parts thereof (whether as a result of the COVID-19 Pandemic or otherwise), then any such scenario could have an adverse effect on (i) the ability of Obligors to repay amounts under the relevant HP Agreement and/or (ii) the likely amount to be recovered upon a forced sale of Vehicles upon default by Obligors and/or (iii) the exercise of a voluntary termination by the Obligor under a HP Agreement. In this context, vehicle recalls by a manufacturer and other actions that manufacturers may take or have taken, whether voluntarily or as required by

applicable law, may adversely affect the consumer demand for, and the values of, the motor vehicles produced by these manufacturers, which may either depress the price at which repossessed motor vehicles may be sold or delay the timing of those sales.

Blue is currently able to sell vehicles through online auctions, although overall the vehicle recovery process may be slower, and delayed. Further, Blue's ability to repossess or sell a repossessed Vehicle may be negatively impacted by restrictions imposed in response to the COVID-19 Pandemic (such as social distancing requirements and related obligations relating to health and safety in the workplace, and the closure of vehicle auction houses).

In addition, it is possible that an Obligor could claim against Blue as the counterparty to the HP Agreement in relation to a Vehicle affected by a manufacturer recall. The consequences of any successful claim could include one or more of damages, rescission of the relevant HP Agreement or termination of the relevant HP Agreement, depending on the claim. If a successful claim is brought against Blue, Blue may have a claim against the relevant Dealer. Such a claim would likely be equal to the loss suffered by Blue in respect of the claim brought by the Obligor and, if received, would mitigate any loss suffered by Blue in respect of a claim referenced in the paragraph above. Whether or not Blue is able to fully recover any loss suffered will depend on the particular facts of the claim and the solvency of the relevant Dealer. The Obligor may be able to set-off such damages against the Receivable.

Any of the above could result in the Issuer receiving less in respect of the related Purchased Receivable following a sale of the relevant Vehicle than it anticipated. This could have an adverse effect on the Issuer's ability to make payments under the Notes and Residual Certificates.

Concentration of the Obligors

The Obligors under the Purchased Receivables are located throughout England, Wales and Scotland. These Obligors may be concentrated in certain locations, such as densely populated or industrial areas (for more information see "*DESCRIPTION OF THE PURCHASED RECEIVABLES*"). Deterioration in the economic condition of the areas in which the Obligors are located may have an adverse effect on the ability of the Obligors to make payments under the Purchased Receivables. This may, in turn, increase the risk of losses on the Purchased Receivables. A concentration of Obligors 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.

Market value of Vehicles

Used car residual values in the UK are remaining relatively stable; however, these may reduce in future (especially in relation to certain types of vehicles, for example, those with diesel or petrol engines). Blue's loans are fully amortising and, therefore, are only exposed to residual values in the event of a customer default or voluntary termination. A reduction in the residual value of vehicles will increase the net loss of defaults on any Purchased Receivables which are defaulted or subject to voluntary termination. In such circumstances a reduction in the residual value of Vehicles related to Purchased Receivables could reduce amounts available to the Issuer to make payments of interest and principal under the Notes. Blue controls the amount lent against each vehicle value and monitors residual values on loans that fall into arrears closely as well as recovery rate trends through its cars sold at auction.

Historical, forecast and estimates

The historical information set out in particular in "*DESCRIPTION OF THE PURCHASED RECEIVABLES*" is based on the historical experience and present procedures of the Seller. None

of the Transaction Parties (other than the Seller), the Joint Arrangers or the Joint Lead Managers have 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.

Estimates of the weighted average lives of the Notes included in this Prospectus together with any other projections, forecasts and estimates are supplied for information only and are forward-looking statements. Such projections, forecasts and estimates are speculative in nature, and it can be expected that some or all of the underlying assumptions may differ or may prove substantially different from the actually realised figures. Consequently, the actual results might differ from the projections and such differences may be significant. The measures introduced by authorities in response to the COVID-19 Pandemic are unprecedented and may exacerbate these risks.

GENERAL LEGAL CONSIDERATIONS

Exit of the United Kingdom from the European Union may adversely affect payments on the Notes

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. If such conditions further deteriorate (including as may be demonstrated by any relevant credit rating agency action, any default or restructuring of indebtedness by one or more states or institutions and/or any exit(s) by any Member State(s) from the European Union and/or any changes to, including any break up of, the Eurozone), then these matters may cause further severe stress in the financial system generally and/or may adversely affect the UK automobile market, the Issuer, one or more of the other parties to the Transaction Documents (including the Seller, the Servicer, the Account Bank and/or the Cap Provider) and/or any Obligor in respect of the HP Agreements.

On 23 June 2016, the UK held a referendum with respect to its continued membership of the EU (the "**Referendum**"). The result of the Referendum was a vote in favour of leaving the EU. This result did not have any legal effect on the UK's membership of the EU. On 29 March 2017 the UK gave formal notice under Article 50 of the Treaty on European Union ("**Article 50**") of its intention to leave the EU. On 31 January 2020, the UK formally left the EU and the UK's relationship with the EU is now governed by the terms of the 'Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community' (the "**Withdrawal Agreement**").

Under the terms of the ratified Withdrawal Agreement, a transition period has now commenced which is currently set to last until 31 December 2020. During this 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. Under the Withdrawal Agreement, the transition period may, before 1 July 2020, be extended once by up to two years. However, on 16 June 2020 the UK and the EU announced that there would be no such extension.

While this does not entirely remove the prospect that the transition period will be extended (as the UK and the EU could, subject to passing the necessary legislation and receiving the approval of all EU Member States), the likelihood of a further extension is limited and increases the risk that by 31 December 2020 no trade agreement on future relationship between the UK and the EU is reached at all or a significantly narrower agreement is reached than that envisaged by the political declaration by the European Commission and the UK Government.

The UK Government is continuing 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 includes enacting secondary legislation under powers provided in UK legislation ratifying the Withdrawal Agreement (the European Withdrawal Act 2018, as amended by the European Union (Withdrawal Agreement) Act 2020 (as so amended, the "**EUWA**")) to ensure that the UK has a functioning statute book at the end of the transition period. The European authorities have not provided UK firms and businesses with similar assurances in preparation for a 'hard' Brexit. Due to the on-going political uncertainty as regards the terms of the UK's withdrawal from the EU and the structure and the terms of the future relationship between the EU and the UK, the precise impact on the business of the Issuer and the Transaction Parties is difficult to determine.

It is possible that the UK will leave the transition arrangements under the Withdrawal Agreement without any agreement on the terms of the future trading relationship between the UK and the EU. In such circumstances, it is possible that a high degree of political, legal, economic and other uncertainty may result.

There are a number of areas of uncertainty in connection with the future of the UK and its relationship with the European Union and the negotiation of the UK's exit terms and related matters may take several years. Given this uncertainty and the range of possible outcomes, it is not currently possible to determine the impact that the UK's departure from the European Union and/or any related matters may have on general economic conditions in the UK, including the performance of the UK automobile 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), the Transaction Parties and/or any Obligor in respect of the underlying HP Agreement, 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 any of the matters outlined above would not adversely affect the ability of the Issuer to satisfy its obligations under the Notes and the Residual Certificates and/or the market value and/or liquidity of the Notes and the Residual Certificates in the secondary market.

Regulatory and other changes resulting from the UK exit from the EU

A significant proportion of the current and anticipated regulatory regime applicable to the parties to the Transaction Documents in the UK is derived from EU directives and regulations. During the transition period, most EU law is applicable to and in the UK, and produces in respect of and in the UK the same legal effects as those which it produces within the EU and its member states. Following expiry of the transition period, subject to any agreements concluded between the UK and the EU regarding their future relationship, the EUWA is expected to "onshore" most EU law as it stands at the end of the transition period into domestic UK law and preserve laws made in the UK to implement EU obligations. The EUWA also gives the UK government the power to remedy (by subordinate legislation) deficiencies in retained EU law arising from its onshoring. The UK government may decide to amend or disapply this retained EU law and there is uncertainty as to the extent to which there will be regulatory alignment between the UK and the EU following the transition period. Therefore, there is a risk that, following the expiry of the transition period, the legal and regulatory framework applicable to any or all of the parties to the Transaction Documents could materially change and no assurance can be given that any of the matters outlined above would not adversely affect the ability of the Issuer to satisfy its obligations under the Notes and/or the market value and/or 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, 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 CRA 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 be restricted from using a rating for regulatory purposes if such rating is not issued 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 established in the UK and registered with the FCA. The regime concerning credit ratings for regulatory purposes in the EU and the UK could change in the future and Noteholders should ensure that when using credit ratings for regulatory purposes following the conclusion of the transition period, they use the ratings issued by a credit rating agency established in the jurisdiction and registered with the regulator necessary for their purpose.

Security and insolvency considerations in respect of the Issuer

The Issuer will enter into the Deed of Charge pursuant to which it will grant the Security in respect of certain of its obligations, including its obligations under the Notes and the Residual Certificates (as to which, see "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS – Deed of Charge*"). If certain insolvency proceedings are commenced in respect of the Issuer, the ability to realise the Security may be delayed and/or the value of the Security impaired.

The Insolvency Act 1986 allows for the appointment of an administrative receiver in relation to certain transactions in the capital markets. Although there is as yet no case law on how these provisions will be interpreted, it should be applicable to the floating charge created by the Issuer and granted by way of security to the Security Trustee. However, this is partly a question of fact. The Secretary of State may, in any event and 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. Were it not possible to appoint an administrative receiver in respect of the Issuer, the Issuer would be subject to administration if it became insolvent, which may lead to the ability to realise the Security being delayed and/or the value of the Security being impaired.

In addition, it should be noted that, to the extent that the assets of the Issuer are subject only to a floating charge (including any fixed charge recharacterised by the courts as a floating charge), in certain circumstances under the Insolvency Act 1986, certain floating charge realisations which would otherwise be available to satisfy the claims of secured creditors under the Deed of Charge may be used to satisfy any claims of unsecured creditors. While certain of the covenants and undertakings given by the Issuer in the Transaction Documents are intended to ensure it has no significant creditors other than the Secured Creditors under the Deed of Charge, it will be a matter of fact as to whether the Issuer has any other such creditors at any time. There can be no assurance that the Noteholders and the Certificateholders will not be adversely affected by any such reduction in floating charge realisations upon the enforcement of the Security.

While the transaction structure is designed to minimise the likelihood of the Issuer becoming insolvent, there can be no assurance that the Issuer will not become insolvent and/or the subject of insolvency proceedings and/or that the Noteholders and the Certificateholders would not be adversely affected by the application of insolvency laws.

Fixed charges may take effect under English law as floating charges

Pursuant to the terms of the Deed of Charge, the Issuer has purported to grant fixed charges over, among other things, its interests in the Purchased Receivables and their Ancillary Rights, its rights and benefits in the Issuer Accounts from time to time.

English law relating to the characterisation of fixed charges is unsettled. The fixed charges purported to be granted by the Issuer (other than by way of assignment in security) may take

effect under English law as floating charges only if, for example, it is determined that the Security Trustee has not been provided sufficient control over the Charged Property (although it should be noted that there is no equivalent concept of recharacterisation of fixed security as floating security under Scots law). If the charges take effect as floating charges instead of fixed charges, then, as a matter of law, certain claims would have priority over the claims of the Security Trustee in respect of the floating charge assets.

The interest of the Secured Creditors in property and assets over which there is a floating charge will rank behind the expenses of any administrator or liquidator and the claims of certain preferential creditors on enforcement of the Security. Section 250 of the Enterprise Act 2002 abolishes Crown Preference in relation to all insolvencies (and thus reduces the categories of preferential debts that are to be paid in priority to debts due to the holder of a floating charge) but Section 176A of the Insolvency Act 1986 requires a "prescribed part" (up to a maximum amount of £600,000) of the floating charge realisations available for distribution to be set aside to satisfy the claims of unsecured creditors. The Finance Act 2020 will have the effect that, from 1 December 2020, for insolvencies commencing on or after that date, HMRC will obtain preferential status as a secondary preferential creditor in respect of VAT. This is subject to any regulations made specifying the period to which such VAT must relate for this to apply, or making any other transitional or supplementary provision. The Finance Act provides that HMRC will also obtain preferential status in respect of other amounts where (a) the debtor is required by an enactment to make a deduction from a payment made to another person and to pay an amount to HMRC on account of that deduction and (b) HMRC credits the payment against any liability of that other person, if the deduction is of a kind specified in secondary legislation. The Government has announced, and draft regulations have been published which indicate, that this will apply in respect of PAYE, Employee NICs, student loan repayment deductions, and Construction Industry Scheme deductions. This means that the expenses of any administration, the claims of preferential creditors and the beneficiaries of the prescribed part will be paid out of the proceeds of enforcement of the floating charge ahead of amounts due to Noteholders and the Certificateholders. The prescribed part will not be relevant to property subject to a valid fixed security interest or to a situation in which there are no unsecured creditors.

Liquidation expenses

Prior to the House of Lords' decision in the case of *Re Leyland Daf* in 2004, the general position was that, in a liquidation of a company, the liquidation expenses ranked ahead of unsecured debts and floating chargees' claims. *Re Leyland Daf* reversed this position so that liquidation expenses could no longer be recouped out of assets subject to a floating charge. However, section 176ZA of the Insolvency Act 1986, which came into force on 6 April 2008, effectively reversed by statute the House of Lords' decision in *Re Leyland Daf*. As a result, it is now the case that the costs and expenses of a liquidation (including certain tax charges) will be payable out of floating charge assets in priority to the claims of the floating charge-holder. In respect of certain litigation expenses of the liquidator only, this is subject to the approval of the amount of such expenses by the floating charge-holder (or, in certain circumstances, the court) pursuant to rules 6.44 to 6.48 and 7.111 to 7.116 of the Insolvency (England & Wales) Rules 2016. In general, the reversal of *Re Leyland Daf* applies in respect of all liquidations commenced on or after 6 April 2008.

Therefore, floating charge realisations upon the enforcement of the floating charge security to be granted by the Issuer would be reduced by the amount of all, or a significant proportion of, any liquidation expenses, which could adversely impact the ability to pay such realisations to Noteholders.

Basel Capital Accord and regulatory capital requirements

Prudential regulation reforms under Basel or other frameworks may have an adverse impact on the regulatory capital treatment of the Notes and the Residual Certificates. Investors should note in particular that the Basel Committee on Banking Supervision (BCBS) has approved a series of significant changes to the Basel framework for prudential regulation (such changes being referred to by the BCBS as Basel III, and referred to, colloquially, as Basel III in respect of reforms finalised prior to 7 December 2017 and Basel IV in respect of reforms finalised on or following that date). The Basel III/IV reforms, which include revisions to the credit risk framework in general and the securitisation framework in particular, may result in increased regulatory capital and/or other prudential requirements in respect of securitisation positions. The Basel III/IV reforms provide for a strengthening of existing prudential rules (including, amongst other requirements, requirements intended to reinforce capital standards and to establish a leverage ratio for certain financial institutions and certain minimum liquidity standards. Key Basel III reforms were implemented in the EU by the CRR and CRD, which were adopted by the European Parliament and European Council on 26 June 2013. Further Basel III reforms are set out in CRR II and CRD V, which were published in June 2019 and make significant amendments to the CRR and CRD. With certain exceptions, the provisions of the CRR II will apply from 28 June 2021, with EU member states expected to transpose CRD V to apply from 29 December 2020.

The final set of Basel III reforms, including reforms relating to the standardised and internal ratings based approaches for credit risk, and a revised output floor have not yet been implemented in the EU. The Basel Committee expects member countries to implement these reforms – sometimes referred to by industry as the Basel IV reforms – by 1 January 2022 (with the exception of those relating to the output floor, which will be phased in from 1 January 2022).

The BCBS continues to work on new policy initiatives. National implementation of the Basel III/IV reforms may vary those reforms and/or their timing. It should also be noted that changes to prudential requirements have been made for insurance and reinsurance undertakings through participating jurisdiction initiatives, such as the Solvency II framework in Europe. Investors in the Notes or the Residual Certificates are responsible for analysing their own regulatory position and prudential regulation treatment applicable to the Notes or the Residual Certificates and should consult their own advisers in this respect.

For more details about the Basel II framework and the regulatory capital requirements you should read "*LEGAL AND REGULATORY CONSIDERATIONS — Basel Capital Accord and regulatory capital requirements*".

In general, investors should consult their own advisers as to the regulatory capital requirements in respect of the Notes and the Residual Certificates and as to the consequences to and effect on them of any changes to the Basel II framework (including the Basel III changes described above) and by the CRD IV Package and Banking Package in particular and the relevant implementing measures. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

The matters described in "*LEGAL AND REGULATORY CONSIDERATIONS — Basel Capital Accord and regulatory capital requirements*" as well as the Securitisation Regulation (as described below) and any other changes to the regulation or regulatory treatment of the Notes and the Residual Certificates for some or all investors may negatively impact the capital requirements for individual investors and, in addition, negatively affect the market value and secondary market liquidity of the Notes and the Residual Certificates.

Risks relating to the Banking Act and the 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 Note Trustee and the Security Trustee (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 may 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 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. 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.

There can be no assurance that the UK authorities will not make an instrument or order under the Banking Act in respect of the entities referred to above and/or that Noteholders will not be adversely affected by any such instrument or order if made. As a result of the 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.

Regulatory initiatives may have an adverse impact on the regulatory treatment of the Notes and the Residual Certificates and/or decreased liquidity in respect of the Notes and the Residual Certificates

In Europe, the U.S., and elsewhere, there is increased political and regulatory scrutiny of the asset-backed securities industry. This has resulted in multiple measures for increased regulation which are 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 and the Residual Certificates are responsible for analysing their own regulatory position and should consult their own advisers in this respect. None of the Issuer, the Seller, the Joint Arrangers, the Joint Lead Managers nor any other party to the Transaction Documents makes any representation to any prospective investor or purchaser of the Notes or the Residual Certificates regarding the regulatory capital treatment of their investment on the Closing Date, or at any time in the future. Any changes to the regulation or regulatory treatment of the Notes and the Residual Certificates for some or all investors may negatively impact the regulatory position of individual investors and, in addition, have a negative impact on the price and liquidity of the Notes and the Residual Certificates in the secondary market.

U.S. Risk Retention Requirements

Section 941 of the Dodd-Frank Act amended the Exchange Act to generally 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 came into effect on 24 December 2016 with respect to all classes of asset-backed securitizations. The U.S. Risk Retention Rules provide that the securitizer of an asset-backed securitization is its sponsor. The U.S. Risk Retention Rules also provide for certain exemptions from the risk retention obligations that they generally impose.

The Seller, as the sponsor under the U.S. Risk Retention Rules, does not intend to retain at least 5 per cent. of the credit risk of the securitized assets for the purposes of compliance with the U.S. Risk Retention Rules, but rather will rely on an exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. To qualify for the exception, 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 securities are issued) of all classes of securities issued in the securitisation transaction are sold or transferred to U.S. persons (in each case, as defined in the U.S. Risk Retention Rules) or for the account or benefit of U.S. persons (as defined in the U.S. Risk Retention Rules and referred to in this Prospectus as "**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 or located in the United States.

Prior to any Notes and/or Residual Certificates 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 and/or Residual Certificates must first disclose to the Joint Arrangers and the Joint Lead Managers that it is a Risk Retention U.S. Person and obtain the written consent of the Seller in the form of a U.S. Risk Retention Waiver. Prospective investors should note that the definition of "U.S. person" in the U.S. Risk Retention Rules is similar to, but not identical to, the definition of "U.S. person" in Regulation S 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 (b) and (h), which are different to comparable provisions from Regulation S. Under the U.S. Risk Retention Rules, and subject to limited exceptions, "U.S. person" means any of the following:

(a) Any natural person resident in the United States;

(b) 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;[1]

(c) Any estate of which any executor or administrator is a U.S. person (as defined under any other clause of this definition);

(d) Any trust of which any trustee is a U.S. person (as defined under any other clause of this definition);

(e) Any agency or branch of a foreign entity located in the United States;

(f) 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);

(g) 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

(h) Any partnership, corporation, limited liability company, or other organisation or entity if:

---

[1] The comparable provision from Regulation S is "(ii) any Partnership or corporation organised or incorporated under the laws of the United States".

(i) Organised or incorporated under the laws of any foreign jurisdiction; and

(ii) 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.[2]

Each holder of a Note and/or Residual Certificate or a beneficial interest therein acquired on the Closing Date, by its acquisition of a Note and/or Residual Certificate or a beneficial interest therein, will be deemed to represent to the Issuer, the Seller, the Joint Arrangers and the Joint Lead Managers that it (1) either (i) is not a Risk Retention U.S. Person or (ii) it has obtained a U.S. Risk Retention Waiver from the Seller, (2) is acquiring such Note and/or Residual Certificate 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 and/or Residual Certificate or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules (including acquiring such Note and/or Residual Certificate through a non-Risk Retention U.S. Person, rather than a Risk Retention U.S. Person, as part of a scheme to evade the 10 per cent. Risk Retention U.S. Person limitation in the exemption provided for in Section 20 of the U.S. Risk Retention Rules described herein).

There can be no assurance that the requirement to request the Seller to give its prior written consent to any Notes and/or Residual Certificates which are offered and sold by the Issuer being purchased 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.

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. Failure of the offering of the Notes and the Residual Certificates to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) could give rise to regulatory action against either the originator or the Issuer which may adversely affect their ability to perform their obligations under the Transaction Documents and thereby adversely affect the Notes and the Residual Certificates. Furthermore, the impact of the U.S. Risk Retention Rules on the securitisation market generally is uncertain, and a failure by a transaction to comply with risk retention requirements of the U.S. Risk Retention Rules could negatively affect the market value and secondary market liquidity of the Notes and the Residual Certificates.

None of Blue, the Joint Arrangers, the Joint Lead Managers or any of their respective affiliates makes any representation to any prospective investor or purchaser of the Notes and the Residual Certificates as to whether the transactions described in this Prospectus comply as a matter of fact with the U.S. Risk Retention Rules on the Closing Date or at any time in the future. Prospective 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.

Consumer Credit Act 1974

United Kingdom consumer protection laws regulate consumer credit contracts, including the HP Agreements. If an HP Agreement does not comply with these laws (some of which are set out below), the Servicer may be prevented from or delayed in enforcing all or parts of the HP Agreement and collecting amounts due on the related Purchased Receivable and this could lead to significant disruption and have an adverse effect on the ability of the Issuer to make payments of interest and/or principal on the Notes or other amounts due on the Residual Certificates. In addition, certain rights (set out in detail below) must be granted to the Obligor and where the

---

[2] The comparable provision from Regulation S "(vii)(B) formed by a U S person principally for the purpose of investing in securities not registered under the Securities Act) unless it is organised or incorporated, and owned, by accredited investors (as defined in 17 CFR 230.501(a)) who are not natural persons estates or trusts".

Obligor exercises any one of these rights, this may adversely affect the Issuer's ability to make payments in full when due on the Notes or other amounts due on the Residual Certificates due to reduced sums being payable or the Obligor exercising a set-off right.

The regulatory framework for consumer credit activities in the UK consists of FSMA and its secondary legislation, retained provisions in the CCA (as amended) and its retained associated secondary legislation, and rules and guidance in the FCA Handbook, including the Consumer Credit sourcebook ("**CONC**"). The HP Agreements are regulated by the CCA and this will have several consequences including the following (refer to the section "*LEGAL AND REGULATORY CONSIDERATIONS – Consumer Credit Act 1974*" for further details):

- Blue 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 is unenforceable against the Obligor in certain circumstances;

- Blue, or the Servicer (as applicable), must comply with specific requirements regarding variation of the relevant credit agreement and the provision of certain information in relation to the relevant credit agreement. Failure to comply with such requirements could result in the credit agreement being unenforceable against the Obligor in certain circumstances;

- the Obligor has a right to withdraw from the relevant HP Agreement in certain circumstances;

- an Obligor has a statutory right to terminate a HP Agreement and return the Vehicle to Blue. In this circumstance, the Obligor must pay to Blue all arrears, the amount (if any) by which one half of the total amount payable under the HP Agreement to maturity exceeds the aggregate of the sums paid under the contract, and all other sums due but unpaid under the contract (including any deposit).

  If an Obligor exercises its rights to terminate a HP Agreement pursuant to sections 99 and 100 of the CCA, it is possible that the Notes may be redeemed earlier than anticipated.

  Furthermore, if an Obligor terminates a HP Agreement pursuant to sections 99 and 100 of the CCA, it is possible that the Issuer will not receive the full amount of the outstanding principal amount on the relevant Purchased Receivable and an amount of principal will accordingly be written-off. This in turn could trigger losses in respect of the Notes and the Residual Certificates;

- an Obligor also has a statutory right to early settlement of the HP Agreement;

- Blue has the right to terminate a HP Agreement in the event of an unremedied material breach of the agreement by the Obligor (but must serve a notice on the Obligor in accordance with section 88 of the CCA before it may do so);

- a disposition of the Vehicle by the Obligor to a bona fide private purchaser without notice of the HP Agreement will transfer Blue's title to the Vehicle to the purchaser;

- the court also has a power to give relief to the Obligor, including to give time to the Obligor to pay arrears and remedy any breach;

- the court also has the power under the CCA to determine that the relationship between Blue and a customer arising out of a 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 in relation to Blue, among other things, requiring Blue, or any assignee such as the Issuer, to repay any sum paid by the Obligor. Once an Obligor alleges that an unfair relationship exists, the burden of proof is on Blue to prove to the contrary;

- 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 (an out-of-court dispute resolution scheme). Given the way that the Financial Ombudsman Service makes its decisions it is not possible to predict with any certainty how any future decision of the Financial Ombudsman Service might affect the Issuer's ability to make payments in full when due on the Notes;

- an Obligor who is a private person may be entitled to claim damages for loss suffered as a result of any contravention of a rule under the FSMA by a person who is an FCA-authorised person. The Obligor may set-off any such damages that are awarded against the amount it owes under a HP Agreement;

- the FCA has a broad range of enforcement powers under the FSMA, including restitution and customer redress;

- Blue has to comply with certain post-contractual information requirements under the CCA. Failure to comply with these requirements can have a significant impact on the enforceability of the HP Agreements and Blue's ability to recover interest and default fees; and

- Blue 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 HP Agreement may be unenforceable.

In addition:

- under a HP Agreement, where a credit broker (such as a Dealer) carries out antecedent negotiations with an Obligor those negotiations will be deemed to be performed in the capacity of agent of Blue (as lender) as well as in his or her actual capacity. As a result Blue will be potentially liable for misrepresentations made by a credit broker (such as a Dealer) involved in introducing an Obligor to Blue;

- if any Vehicle 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 and Certificateholders;

- the Consumer Rights Act 2015 ("**CRA15**") applies in relation to HP Agreements involving consumers. An Obligor 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 the Obligor. 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. No assurance is given that (a) changes to the guidance in relation to CRA15 and (b) future changes to CRA15 or the manner in which CRA15 is applied, interpreted or enforced will not have an adverse effect on the Purchased Receivables, Blue, the Servicer, the Issuer and their respective businesses and operations; and

- there are certain consequences for a breach of the Consumer Protection from Unfair Trading Regulations 2008 (the "**Consumer Protection Regulations**"), which prohibit unfair, aggressive and misleading business-to-consumer commercial practices before, during and after a consumer contract is made. These consequences include liabilities for misrepresentation or breach of contract and/ or prosecution of Blue. No assurance can be given that any regulatory action or guidance in respect of the Consumer Protection Regulations will not have a material adverse effect on the HP Agreements and accordingly on the Issuer's ability to make payments in full when due on the Notes.

For further details on consumer protection laws and how they apply to the Seller and the Purchased Receivables you should read "*LEGAL AND REGULATORY CONSIDERATIONS*".

Changes to the UK regulatory structure

The FCA is responsible for the consumer credit regime in the UK. The FCA regulates firms in the sector both prudentially and through extensive conduct of business requirements intended to ensure that business across the sector is conducted in a way which advances the interests of all users and participants.

The FCA has been the regulator of consumer credit activities since April 2014 and it is still evolving its practices in connection with the consumer credit regime. In light of this it is possible that it will take further action to impose stricter rules on current practices of consumer credit regulated firms. It is possible that the actions it takes as regulator, as well as any adverse decision or award made by the Ombudsman (as to which see the section " *LEGAL AND REGULATORY CONSIDERATIONS – Consumer Credit Act 1974 – (j) Financial Ombudsman Service*") will have an effect on the HP Agreements or the Seller, the Issuer and their respective businesses and operations, which may, in turn, affect the Issuer's ability to make payments in full on the Notes and the Residual Certificates when due.

FCA on-going work in the motor finance sector

The FCA has been carrying out a review of the motor finance sector in the UK. As a result of its findings, the FCA published a consultation paper on 15 October 2019 (CP19/28) consulting on the FCA's proposals to ban commission models that can give brokers and motor dealers an incentive to increase a customer's interest rate. In CP19/28, the FCA also proposes to amend parts of the FCA rules and guidance relating to disclosure of commission arrangements. The consultation closed on 15 January 2020 and the FCA now plans to publish a policy statement in H2 2020. 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 (for more detail see "*LEGAL AND REGULATORY CONSIDERATIONS – FCA on-going work in the motor finance sector*").

The FCA originally planned to publish a policy statement at the beginning of Q2 2020, however, this has been delayed until later in the year as a result of the COVID-19 Pandemic. New rules in relation to disclosure are expected to come into force immediately after the FCA publishes the rules alongside an implementation period of three months in relation to commission models.

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, 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.

Securitisation Regulation and the CRR Amending Regulation

The Securitisation Regulation commenced application in general (subject to certain grandfathering) from 1 January 2019, although some legislative measures necessary for the full implementation of the new regime have not yet been finalised and compliance with certain requirements is subject to the application of transitional provisions.

The Securitisation Regulation establishes certain common rules for all securitisations that fall within its scope (including a recast of pre-1 January 2019 risk retention and investor due diligence regimes).

The Securitisation Regulation has direct effect in Member States of the EU and is to be implemented in due course in other countries in the EEA.

The Securitisation Regulation requirements apply to the Notes. As such, certain European-regulated institutional investors, including credit institutions, investment firms, authorised alternative investment fund managers, insurance and reinsurance undertakings, certain undertakings for the collective investment of transferable securities ("**UCITs**") and certain regulated pension funds (institutions for occupational retirement provision), must comply under Article 5 with certain due diligence requirements prior to holding a securitisation position and on an ongoing basis while holding the position. Among other things, prior to holding a securitisation position, such institutional investors are required to verify certain matters with respect to compliance of the relevant transaction parties with credit granting standards, risk retention and transparency requirements. If the relevant European-regulated institutional investor elects to acquire or holds the Notes having failed to comply with one or more of these requirements, this may result in the imposition of a penal capital charge on the Notes for institutional investors subject to regulatory capital requirements or a requirement to take a corrective action, in the case of certain type of regulated fund investors. Aspects of the requirements of the Securitisation Regulation and what is or will be required to demonstrate compliance to national regulators remain unclear. Prospective investors should therefore make themselves aware of the requirements applicable to them and are required to independently assess and determine the sufficiency of the information described in this Prospectus generally for the purposes of complying with such due diligence requirements under the Securitisation Regulation and any corresponding national measures which may be relevant.

Various parties to the securitisation transaction described in this Prospectus (including both Blue (as the originator) and 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, which could adversely impact the ability of such parties to comply with their obligations under the Transaction Documents. There is also uncertainty in relation to what is or will be required to demonstrate compliance to national regulators, including in particular with regard to the transparency obligations imposed under Article 7 of the Securitisation Regulation, the application of the transitional provisions in connection with such Article and the final position on the new disclosure templates to be applied under the new technical standards. The European Commission adopted texts of Article 7 technical standards were published in October and November 2019, representing the near final position on the applicable reporting templates, but these are yet to be approved by the European Parliament and the Council of the European Union. It is expected that these technical standards will be finalised and enter into force in H1 2020. See section entitled "*EU RISK RETENTION AND SECURITISATION REGULATION REPORTING"* below. Until the final position on the outstanding technical standards and related guidance is known, there can be no assurance that the information in this Prospectus or to be made available to investors in accordance with Article 7 of the Securitisation Regulation will be adequate for any prospective institutional investors to comply with their due diligence obligations under the Securitisation Regulation. Prospective investors in the Notes are responsible for analysing their own regulatory position, and should consult their own advisers in this respect.

With respect to Blue's commitment to retain a material net economic interest in the securitisation, please see the statements set out in the section entitled "*EU RISK RETENTION AND SECURITISATION REGULATION REPORTING*" below.

Certain risks in respect of the retention financing

On or after the Closing Date, Blue (in its capacity as holder of the Retained Interest) may enter into the Retention Financing in respect of the Retained Interests that it is required to acquire in order to comply with the Securitisation Regulation. Blue will directly or indirectly, transfer title to the Retained Interest to the provider of the Retention Financing (the "**Repo Counterparty**") in connection with the Retention Financing. The Retention Financing will be on full-recourse terms. Although Blue will transfer legal and beneficial title to the Notes comprising the Retained Interest (the "**Retention Notes**") to the Repo Counterparty as part of the Retention Financing, Blue will retain the economic risk in the Retention Notes but not legal ownership of them. The Retention Financing will be documented under a Global Master Repurchase Agreement but without any haircut on the transfer of the Retention Notes to the Repo Counterparty or, unless an Event of Default has occurred under the Notes, any obligation on Blue to provide mark-to-market margining. The scheduled term of the Retention Financing will align with the Legal Maturity Date of the Notes.

Blue has represented and agreed in the Subscription Agreement to the Issuer, the Joint Arrangers and the Joint Lead Managers that the Retention Financing shall at all times be on a full recourse basis and the credit risk of the Retained Interest will not be transferred, sold, mitigated or hedged by Blue.

None of the Issuer, any Agent, the Joint Arrangers, the Joint Lead Managers, the Security Trustee, the Note Trustee or any of their respective affiliates makes any representation, warranty or guarantee that the Retention Financing will comply with the Securitisation Regulation. In particular, if either Blue or the Repo Counterparty defaults in the performance of its obligations under the Retention Financing and the non-defaulting party elects to terminate the Retention Financing, Blue would not be entitled to have the Retention Notes (or equivalent securities) retransferred to it and instead a cash settlement amount would be payable. However, the risk of cash settlement is mitigated under the terms of the Retention Financing because the right of the Repo Counterparty to terminate the Retention Financing is limited to the occurrence of certain material events of default with respect to Blue. In exercising its rights pursuant to the Retention Financing, the Repo Counterparty would not be required to have regard to the Securitisation Regulation and any such termination of the Retention Financing may therefore cause the transaction described in this Prospectus to be non-compliant with the risk retention requirements. This may affect the price and liquidity of the Notes, and Notes held by other investors could be subject to increased regulatory capital charge levied by a relevant regulator with jurisdiction over any such investor. See "*RISK FACTORS – General Legal Considerations – Certain risks in respect of the retention financing – Certain conflicts of interest – the Retention Financing Parties*".

Recourse risk to the Seller

Blue, as the Seller, will enter into the Retention Financing, as to which see "*RISK FACTORS – General Legal Considerations – Certain risks in respect of the retention financing*" above. Noteholders should also be aware that any incurrence of debt by the Seller, including that used to finance the acquisition of the Retention Notes, could potentially lead to an increased risk of the Seller becoming insolvent and therefore unable to fulfil its obligations in its capacity as Seller, Servicer and holder of the Retained Interest.

Certain conflicts of interest – the Retention Financing Parties

Blue will enter into the Retention Financing, as to which see "*RISK FACTORS – General Legal Considerations – Certain risks in respect of the retention financing – Retention financing*" above. Noteholders should also be aware that the terms of the Retention Financing are such that certain parties to it could benefit from a situation where credit losses are incurred on the Retained Interest. As of the Closing Date, such parties are not otherwise parties to the Transaction Documents and, as such, have no direct rights to control or influence the performance of the transactions contemplated by the Transaction Documents. Furthermore, when exercising its

rights in connection the Retention Financing, the relevant parties could seek to enforce its security over all or some of the Retention Notes and, directly or indirectly, take possession or sell such Retention Notes to a third party and in doing so, neither the Repo Counterparty nor any other party to which title to the Retention Notes is transferred, shall have any duties or obligations to consider the effect of any such actions to the Noteholders.

Simple, transparent and standardised securitisation

On 17 January 2018, as part of the implementation of the European Commission's Action Plan on Building a Capital Markets Union, the Securitisation Regulation came into force which will harmonise rules on risk retention, due diligence and disclosure across the different categories of European institutional investors which will apply to all securitisations (subject to grandfathering provisions) and will introduce a new framework for simple, transparent and standardised securitisations.

Although the Transaction has been structured to comply with the requirements for simple, transparent and standardised securitisations transactions as set out in Articles 20, 21 and 22 of the Securitisation Regulation and is expected to be assessed as such by Prime Collateralised Securities Limited ("**PCS**") on the Closing Date, no guarantee can be given that it maintains this status throughout its lifetime. Non-compliance with such status may result in higher capital requirements for investors as an investment in the Notes would not benefit from Articles 243, 260, 262 and 264 of the CRR. Furthermore, non-compliance could result in various administrative sanctions and/or remedial measures being imposed on the Issuer which may be payable or reimbursable by the Issuer. As it is not envisaged that the Issuer would be reimbursed for the payment of any of such administrative sanctions and/or remedial measures the repayment of the Notes may be adversely affected.

On 28 December 2017 Regulation (EU) 2017/2401 amending Regulation (EU) 575/2013 was published in the Official Journal of the European Union which implements the revised securitisation framework developed by Basel Committee on Banking Supervision into the CRR (the "**CRR Amending Regulation**").

Notably, the risk weights applicable to securitisation exposures for credit institutions and investment firms will in general substantially increase under the new securitisation framework implemented under the CRR Amending Regulation and the Securitisation Regulation and these new risk weights apply since 1 January 2019 or since 1 January 2020, depending on the features of the particular securitisation exposure.

The Servicer (on behalf of the Seller as the originator for the purposes of the Securitisation Regulation), and the Issuer, (as SSPE for the purposes of the Securitisation Regulation), have used the services of Prime Collateralised Securities (UK) Limited, a third party authorised pursuant to Article 28 of the Securitisation Regulation, to verify whether the securitisation transaction described in this Prospectus complies with Articles 19 to 22 of the Securitisation Regulation and the compliance with such requirements is expected to be verified by PCS on the Closing Date. However, none of the Issuer, Blue (in its capacities as the Seller and the Servicer), the Joint Arrangers, the Joint Lead Managers or the Cap Provider gives any explicit or implied representation or warranty (i) as to inclusion of the securitisation transaction described in this Prospectus in the list administered by ESMA within the meaning of Article 27 of the Securitisation Regulation, (ii) that the securitisation transaction 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 verification by PCS does not affect the liability of the Seller, as originator and the Issuer, as SSPE in respect of their legal obligations under the Securitisation Regulation. Furthermore, the

use of such verification by PCS shall not affect the obligations imposed on institutional investors as set out in Article 5 of the Securitisation Regulation. Notwithstanding PCS' verification of compliance of a securitisation with Articles 19 to 22 of the Securitisation Regulation, such verification by PCS does not ensure the compliance of a securitisation with the general requirements of the Securitisation Regulation. A verification does not remove the obligation placed on investors to assess whether a securitisation labelled as 'STS' or 'simple, transparent and standardised' has actually satisfied the criteria. Investors must not solely or mechanistically rely on any STS notification or PCS' verification to this extent.

The Servicer (on behalf of the Seller, as originator) will include in its notification pursuant to Article 27(1) of the Securitisation Regulation, a statement that compliance of the securitisation described in this Prospectus with Articles 19 to 22 of the Securitisation Regulation has been verified by PCS.

Prospective investors should carefully consider (and, where appropriate, take independent advice in relation to) the capital charges associated with an investment in the Notes and the Residual Certificates, especially during this transition period. In particular, investors should carefully consider the effects of the change (and likely increase) to the capital charges associated with an investment in the Notes and the Residual Certificates for credit institutions and investment firms, depending on the particular exposure. These effects may include, but are not limited to, a decrease in demand for the Notes and the Residual Certificates in the secondary market, which may lead to a decreased price for the Notes and the Residual Certificates. It may also lead to decreased liquidity and increased volatility in the secondary market. Prospective investors are themselves responsible for monitoring and assessing changes to the EU (and UK) risk retention rules and their regulatory capital requirements.

As at the date of this Prospectus, there can be no assurance as to the regulatory consequences of the UK leaving the European Union as a result of the UK Referendum see "*RISK FACTORS – General Legal Considerations - Exit of the United Kingdom from the European Union may adversely affect payments on the Notes*" above.

Reporting obligations under European Market Infrastructure Regulation (EMIR), Markets in Financial Instruments Directive (MiFID) and the Securities Financing Transactions Regulation (SFTR)

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, including by Regulation (EU) 2019/834 of the European Parliament and of the Council dated 20 May 2019 ("**EMIR REFIT**"), "**EMIR**") came into force on 16 August 2012. Much of the detail in respect of the obligations under EMIR is specified further in Regulatory Technical Standards ("**RTS**") and Implementing Technical Standards ("**ITS**"), which have come into effect since August 2012 on a rolling basis (together, the "**Adopted Technical Standards**").

EMIR introduces certain requirements in respect of OTC derivative contracts such as the mandatory clearing of certain standardised OTC derivative contracts designated by ESMA (the "**Clearing Obligation**") through an authorised central counterparty (a "**CCP**"), the reporting of all derivative contracts to a trade repository (the "**Reporting Obligation**") and certain risk mitigation requirements (including the requirement to post initial and variation margin in relation to OTC derivative contracts that are not centrally cleared) and, in respect of all derivative contracts, record keeping requirements.

If the Issuer's counterparty status changes because it exceeds a clearing threshold, the Issuer may become subject to greater obligations under EMIR, including the Clearing Obligation. In addition, were the Clearing Obligation to apply, the position of the Cap Agreement under the

Clearing Obligation would not be entirely clear and may be affected by further measures to be made, regulatory guidance and/or by any inability to rely on an exemption for any reason.

A financial counterparty ("**FC**") and a non-financial counterparty ("**NFC**") that enter into non-cleared derivative contracts must ensure that appropriate procedures and arrangements are in place to measure, monitor and mitigate operational and counterparty credit risk. In addition, FCs, and NFCs that exceed the specified clearing thresholds, must also mark-to-market the value of their outstanding derivative contracts on a daily basis and have risk-management procedures that require the timely, accurate and appropriately segregated exchange of collateral.

No assurances can be given that any future changes to EMIR, including technical standards published under EMIR Refit, would not cause the status of the Issuer to change and lead to adverse consequences.

Prospective investors should be aware that the regulatory changes arising from EMIR and MiFID II / MiFIR and/or from SFTR may in due course significantly raise the costs of entering into derivative contracts and may adversely affect the Issuer's ability to engage in transactions in OTC derivatives. As a result of such increased costs or increased regulatory requirements, investors may receive less interest or return, as the case may be. Investors should be aware, however, that such risks are material and that the Issuer could be materially and adversely affected thereby. As such, investors should consult their own independent advisers and make their own assessment about the potential risks posed by EMIR and MIFID II /MiFIR and any related Adopted Technical Standards, in making any investment decision in respect of the Notes. Please refer to the section entitled "*LEGAL AND REGULATORY CONSIDERATIONS – European Market Infrastructure Regulation (EMIR), Markets in Financial Instruments Directive (MiFID) and Securities Financing Transactions Regulation (SFTR)*" for further details.

Equitable assignment

Assignment by Blue to the Issuer of the benefit of the Receivables (and the Ancillary Rights) derived from HP Agreements governed by the laws of England and Wales will take effect in equity only because no notice of the assignment will be given to Obligors. The giving of notice to the Obligor of the assignment (whether directly or indirectly) to the Issuer would have the following consequences:

(a) notice to the Obligor would "perfect" the assignment so that the Issuer would take priority over any interest of a later encumbrancer or assignee of Blue's rights who has no notice of the assignment to the Issuer;

(b) notice to the Obligor would mean that the Obligor should no longer make payment to Blue as creditor under the HP Agreement but should make payment instead to the Issuer. If the Obligor were to ignore a notice of assignment and pay Blue for its own account, the Obligor might still be liable to the Issuer for the amount of such payment. However, for so long Blue remains the Servicer under the Servicing Agreement, Blue 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 Blue in respect of the Purchased Receivables;

(c) notice to the Obligor would prevent Blue (in its capacity as the Seller) and the Obligor amending the relevant HP Agreement without the involvement of the Issuer. However, Blue as Servicer will undertake for the benefit of the Issuer that Blue will not waive any breach under, or make any changes or variations to, the HP Agreements unless (i) such changes are Permitted Variations or (ii) the Seller and the Issuer have confirmed that the Purchased Receivables to which such HP Agreements relate will be repurchased by the Seller; and

(d) lack of notice to the Obligor means that the Issuer will have to join Blue as a party to any legal action which the Issuer may want to take against any Obligor. Blue as Seller will, however, undertake for the benefit of the Issuer that Blue will lend its name to, and take such other steps as may be required by the Issuer or the Security Trustee in relation to any action in respect of the Purchased Receivables and Blue grants the Issuer a power of attorney in this regard (the "**Seller Power of Attorney**").

Until notice is given to the Obligor, equitable set-off rights (such as for misrepresentation or breach of contract as referred to in "*LEGAL AND REGULATORY CONSIDERATIONS - Liability for misrepresentations and breach of contract – HP Agreements*" below) may accrue in favour of an Obligor in respect of his obligation to make payments under the relevant HP Agreement. These may, therefore, result in the Issuer receiving less cash than anticipated from the Purchased Receivables, which may adversely affect the Issuer's ability to make payments under the Notes. The assignment of any 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 an HP Agreement (as would be the case for claims in respect of Vehicle defects), the Obligor may exercise a right of set-off (or an analogous right in Scotland), irrespective of any notice given to it of the assignment to the Issuer. The exercise of any such equitable set-off rights may adversely affect the Issuer's ability to make payments in full when due on the Notes.

Perfection 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 Perfection Events or any action taken by the Security Trustee or any other party in relation thereto.

Scottish Receivables

Certain of the HP Agreements (which are expressly governed by English law) have been entered into with Obligors who are (a) consumers and (b) located in Scotland and certain of the Vehicles financed pursuant to the HP Agreements are located in Scotland. In such circumstances, there is a risk that the Scottish courts could apply Scots law based on regulations 5 and 8 of the Unfair Terms in Consumer Contracts Regulations 1999 and from 1 October 2015 the Consumer Rights Act 2015.

If a Scottish court were to declare that an HP Agreement was in fact governed by Scots law, the Scots court may declare that such HP Agreement had always been governed by Scots law, and that such HP Agreement should therefore be interpreted as a matter of Scots law. There is therefore a risk that the transfer under English law of Receivables derived from such HP Agreements sold by Blue in its capacity as Seller to the Issuer may not be considered to be a valid transfer by the Scots courts.

Volcker Rule

The Dodd-Frank Act has been implemented in part and continues to be implemented by federal regulatory agencies, including the SEC, the Commodity Futures Trading Commission (the **CFTC**), the Federal Deposit Insurance Corporation, and the United States Federal Reserve Board. Dodd-Frank Act reforms include heightened consumer protection, revised regulation of over-the-counter derivatives markets, restrictions on proprietary trading and the ownership and sponsorship of private investment funds by banks and their affiliates under the Volcker Rule, imposition of heightened prudential standards, and broader application of leverage and risk-based capital requirements

The Dodd-Frank Act significantly expands the coverage and scope of regulations that limit affiliate transactions within a banking organisation, including coverage of the credit exposure on

derivatives transactions, repurchase and reverse repurchase agreements and securities borrowing and lending transactions. In particular, Section 619 of the Dodd-Frank Act added a new section 13 to the Bank Holding Company Act of 1956, commonly referred to as the "Volcker Rule". The Volcker Rule and its related regulations generally prohibit "banking entities" broadly defined to include U.S. banks, bank holding companies and foreign banking organisations, together with their respective subsidiaries and other affiliates) from (i) engaging in proprietary trading in financial instruments, (ii) acquiring or retaining any "ownership interest" in, or in "sponsoring", a "covered fund" and (iii) entering into certain transactions with such funds subject to certain exemptions and exclusions.

An "ownership interest" is defined widely and may arise through a holder's exposure to the profits and losses of the "covered fund", as well as through certain rights of the holder to participate in the selection or removal of an investment advisor, investment manager, or general partner, trustee, or member of the board of directors of the "covered fund". A "covered fund" is defined widely, and includes any issuer which would be an investment company under the Investment Company Act but is exempt from registration solely in reliance on section 3(c)(1) or 3(c)(7) of the Investment Company Act, subject to certain exemptions found in the Volcker Rule's implementing regulations.

The Issuer is of the view that it is not a "covered fund" within the meaning of the Volcker Rule. If, however, the Issuer were deemed to be a "covered fund" and the Notes or the Residual Certificates were deemed to constitute an "ownership interest" in the Issuer, the Volcker Rule and its related regulatory provisions, will restrict the ability of "banking entities" to hold an "ownership interest" in the Issuer or enter into certain credit related financial transactions with the Issuer.

There is limited interpretive guidance regarding the Volcker Rule, and its implementing regulations. The Volcker Rule's prohibitions and lack of interpretive guidance could negatively impact the liquidity and value of the Notes and the Residual Certificates. Any entity that is a "banking entity" as defined under the Volcker Rule and is considering an investment in the Notes should consider the potential impact of the Volcker Rule in respect of such investment and on its portfolio generally. Each investor must determine for itself whether it is a "banking entity" subject to regulation under the Volcker Rule. None of the Issuer, the Joint Arrangers, the Joint Lead Managers, Blue (in its capacity as the Seller and the Servicer) or the Note Trustee makes any representation regarding (i) the status of the Issuer under the Volcker Rule or (ii) the ability of any purchaser to acquire or hold the Notes and the Residual Certificates, now or at any time in the future.

Any prospective investor in any notes, including a U.S. or foreign bank or a subsidiary or other affiliate thereof, should consult its own legal advisors regarding the effects of the Volcker Rule in respect of any investment in the Notes and/or the Residual Certificates and should conduct its own analysis to determine whether the Issuer is a "covered fund" for its purposes.

Regulators in the United States may promulgate further regulatory changes, and no assurance can be given as to the impact of such changes on the Notes and the Residual Certificates.

Prospective investors should make themselves aware of the changes and requirements described above (and any corresponding implementing rules of their regulator), where applicable to them, in addition to any other applicable regulatory requirements with respect to their investment in the Notes and/or the Residual Certificates. The matters described above and any other changes to the regulation or regulatory treatment of the Notes and the Residual Certificates for some or all investors may negatively impact the regulatory position of individual investors and, in addition, have a negative impact on the price and liquidity of the Notes and the Residual Certificates in the secondary market.

GENERAL TAX CONSIDERATIONS

United Kingdom taxation position of the Issuer

The Issuer has been advised that it should fall within the permanent regime for the taxation of securitisation companies (as introduced by the TSC Regulations). If the TSC Regulations apply to a company, then, broadly, it will be subject to corporation tax on the cash profit retained by it for each accounting period in accordance with the transaction documents.

Investors should note, however, that the TSC Regulations are in short-form and are supplemented by, and advisors rely significantly upon, guidance from HMRC when advising on the scope and operation of the TSC Regulations including whether any particular company falls within the regime.

Prospective Noteholders and Certificateholders should note that if the Issuer does not fall to be taxed under the regime provided for by the TSC Regulations then its profits or losses for tax purposes might be different from the cash profit retained by it in accordance with the Transaction Documents. Any unforeseen taxable profits in the Issuer could have an adverse effect on its ability to make payments to the Noteholders and the Certificateholders.

Withholding tax in respect of the Notes

The Issuer will not provide for gross-up of payments in the event that the payments on the Notes or Residual Certificates become subject to withholding taxes. See "*TAXATION*".

The Issuer believes that the risks described above are the principal risks for the Noteholders and the Certificateholders, but the inability of the Issuer to pay interest and principal on the Notes (or to make Residual Certificate Payments on the Residual Certificates) may occur for other reasons.

RECEIVABLES POOL AND SERVICING

Please refer to the sections entitled "DESCRIPTION OF THE PURCHASED RECEIVABLES", "SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS – Receivables Sale and Purchase Agreement" and "SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS – Servicing Agreement" for further information.

Sale of Portfolio

The Portfolio will consist of the Receivables and the Ancillary Rights which will be sold by the Seller to the Issuer on the Closing Date.

The Portfolio will consist of each payment due from an Obligor under an HP Agreement (but excluding any Excluded Amounts) at any time on and from the Cut-Off Date together with the Ancillary Rights relating to such Purchased Receivables (less the Financing Costs incurred between the Cut-Off Date and the Closing Date), each of which will be sold to the Issuer on the Closing Date.

The Ancillary Rights include the right to receive the proceeds of sale of the Vehicle that is the subject of the relevant HP Agreement, including where the sale of such Vehicle arises due to the return or repossession of the Vehicle following a default by the Obligor under the relevant HP Agreement or exercise by the relevant Obligor of a Voluntary Termination.

None of the assets backing the Notes and the Residual Certificates is itself an asset-backed security and the transaction is also not a "synthetic" securitisation in which risk transfer would be achieved through the use of credit derivatives or other similar financial instruments.

The HP Agreements are directed at retail customers that are resident in England and Wales or Scotland and each HP Agreement is governed by English law.

Since origination certain of the Receivables in the Portfolio have been held in a special purpose vehicle used for warehousing purposes by the Seller or a special purpose vehicle used by a third party for the purchase of receivables.

No HP Agreements in the Portfolio are PCP Contracts.

The sale of the Portfolio to the Issuer will also be subject to certain conditions as at the Closing Date. The conditions include that:

(a) the Issuer pays the Purchase Price in respect of the Portfolio; and

(b) the Sale Notice attaching the Receivables Listing certified by an authorised signatory of the Seller to be true and accurate in all material respects is delivered from the Seller to the Issuer, the Note Trustee and the Cash Manager.

The assignment by the Seller of the Purchased Receivables will take effect in equity because no notice of the assignment will be given to Obligors unless a Perfection Event shall have occurred.

The actual pool of Purchased Receivables sold to the Issuer on the Closing Date (which will be randomly selected from the Provisional Portfolio which the Seller determines comply with the Eligibility Criteria on the Closing Date) will vary from those included in the Provisional Portfolio (and may be larger or smaller).

Features of Purchased Receivables

The following is a summary of certain features of the Purchased Receivables comprised within the Provisional Portfolio as at the Provisional Cut-Off Date. Investors should refer to, and carefully consider, the further details in respect of the Purchased Receivables set out in "*PROVISIONAL PORTFOLIO CHARACTERISTICS AND HISTORICAL DATA*".

Summary of Portfolio (as of the Provisional Cut-Off Date)

Number of Underlying Agreements	23,195
Total Current Outstanding Balance (£)	195,309,167
Average Current Outstanding Principal Balance(£)	8,420
Minimum Current Outstanding Principal Balance (£)	245
Maximum Current Outstanding Principal Balance (£)	59,451
Weighted Average Amortising Interest Rate (%)	13.20%
Weighted Average APR (%)	13.75%
Minimum Original Term (months)	12
Maximum Original Term (months)	85
Weighted Average Original Term (months)	59
Weighted Average Remaining Term (months)	54
Non-Materially Impacted COVID-19 Receivables (%)	7.9
Materially Impacted COVID-19 Receivables (%)	6.2

Purchase Price

The Purchase Price will be payable by the Issuer to the Seller in respect of the Purchased Receivables comprised in the Portfolio. The Purchase Price equals the aggregate Initial Purchase Price, being the sum of the Principal Element Purchase Price and the Premium Element Purchase Price, in respect of the Receivables comprised within the Portfolio on the Closing Date. See the section entitled "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS — Receivables Sale and Purchase Agreement*" for more information.

Representations and Warranties

The Seller will make certain representations and warranties (the "**Seller Receivables Warranties**") regarding the Purchased Receivables and the related HP Agreements (including, among other things, that all Purchased Receivables (including, where relevant their Ancillary Rights) comply with the Eligibility Criteria on the Cut-Off Date) to the Issuer and the Security Trustee on the Closing Date (and, for so long as the Seller is the Servicer, on each date on which a Permitted Variation is agreed by the Servicer) with reference to the facts and circumstances subsisting (unless stated to the contrary in the Receivables Sale and Purchase Agreement) as at the Cut-Off Date or, in respect of a Permitted Variation, as at the date of that Permitted Variation (provided that a narrower set of such representations and warranties will be given where any such Permitted Variation is required by law or regulation).

Eligible Receivables

For a receivable to be an Eligible Receivable, a number of criteria apply, including that such Purchased Receivable constitutes the legal, valid, binding and enforceable obligation of the Obligor in respect thereof, subject to any laws or other procedures from time to time in effect relating to bankruptcy, insolvency or liquidation of the Obligor affecting the enforcement of creditors' rights and the effect of principles of equity, if applicable.

See the section entitled "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS – Receivables Sale and Purchase Agreement – Representations and warranties given by the Seller*" for further information.

Repurchase of the Purchased Receivables

In the event of a breach of any Seller Receivables Warranty given by the Seller in respect of a Purchased Receivable that materially and adversely effects the interests of the Issuer in any Purchased Receivable (other than by reason of a related HP Agreement being determined to be illegal, invalid, non-binding or unenforceable under the CCA or the FSMA) and, if capable of remedy, the Seller does not cure or correct such breach prior to the end of the Calculation 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**"), or if the relevant Purchased Receivable never existed or has ceased to exist such that it is not outstanding as at the Repurchase Date (each such affected Receivable being a "**Non-Compliant Receivable**"):

(a) the Seller will be required to repurchase such Purchased Receivable for an amount, calculated by the Servicer, equal to the sum of (i) its Initial Purchase Price, less (ii) the sum of all Principal Receipts (multiplied by the Premium Element Purchase Price Percentage) and Revenue Receipts recovered or received by the Issuer in respect of such Non-Compliant Receivable from the Cut-Off Date to the Repurchase Date, plus (iii) any accrued and unpaid income in respect thereof as at the Repurchase Date (the "**Non-Compliant Receivable Repurchase Price**"); or

(b) in the case of a Purchased Receivable which never existed, or has ceased to exist, such that it is not outstanding as at the Repurchase Date, the Seller will not be required to repurchase such Purchased Receivable and will instead be required to pay to the Issuer an amount, calculated by the Servicer, equal to the sum of: (i) the Initial Purchase Price of that Purchased Receivable, minus (ii) the sum of all Principal Receipts (multiplied by the Premium Element Purchase Price Percentage) and Revenue Receipts recovered or received in respect of such Purchased Receivable from the Cut-Off Date to the date on which the Receivables Indemnity Amount is paid, plus (iii) a deemed amount of accrued income on the relevant Purchased Receivable calculated on the basis of the APR stated in the loan level data for such Purchased Receivable and determined as at the date on which the Receivables Indemnity Payment is made (the "**Receivables Indemnity Amount**").

Where Purchased Receivables are determined to be in breach of the Seller Receivables Warranties by reason of a related HP Agreement (or part thereof) being determined to be illegal, invalid, non-binding or unenforceable under the CCA or the FSMA, the Seller may in lieu of repurchasing the relevant Purchased Receivables pay a compensation payment to the Issuer, being an amount, calculated by the Servicer in accordance with the Servicing Agreement, required to compensate the Issuer for any loss caused as a result of such breach (the "**CCA Compensation Amount**") and the payment of such amount cures such illegality, invalidity or unenforceability or the Purchased Receivables being non-binding.

Perfection Events

Transfer of the legal title to the relevant Purchased Receivables will be completed on the occurrence of certain Perfection Events, which include the occurrence of an Insolvency Event in respect of the Seller.

See "*Perfection 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 section "*RISK FACTORS – General Legal Considerations – Equitable assignment*".

Defaulted Receivables Call Option

The Seller is entitled to repurchase any Purchased Receivable which has become a Defaulted Receivable following disposal of the Vehicle related to such Receivable and receipt by the Issuer of the related Vehicle Sale Proceeds. The price payable for such Defaulted Receivable shall be equal to the Defaulted Receivables Payment.

Non-Permitted Variation Receivables Call Option

The Seller is entitled to repurchase any Purchased Receivable in respect of which the Servicer has agreed or, prior to the end of the immediately following Calculation Period, will agree to a Non-Permitted Variation (a "**Non-Permitted Variation Receivable**"). The Seller agrees under the Servicing Agreement that where the Servicer agrees to a Non-Permitted Variation it shall exercise the Non-Permitted Variation Receivables Call Option in respect of the relevant Purchased Receivable by no later than the Non-Permitted Variation Receivable Repurchase End Date. The price payable for such Non-Permitted Receivable shall be equal to the Non-Permitted Variation Receivable Repurchase Price.

Clean-Up Call

The Seller is entitled to repurchase all of the Purchased Receivables on any Interest Payment Date following the Determination Date on which the Aggregate Outstanding Principal Balance of all Purchased Receivables is equal to or less than 10% of the Aggregate Outstanding Principal Balance of all Purchased Receivables as at the Cut-Off Date. The price payable for such Purchased Receivables shall be equal to the Final Repurchase Price.

Tax Redemption Receivables Call Option

The Seller is entitled to repurchase all of the Purchased Receivables on any date fixed by the Issuer for redemption of the Notes pursuant to Condition 5(b) (*Redemption for taxation reasons*). The price payable for such Purchased Receivables shall be equal to the Tax Redemption Repurchase Price.

Servicing of the Purchased Receivables

The Servicer will be appointed by the Issuer to service the Purchased Receivables on a day-to-day basis. The Issuer and the Security Trustee will have the right to remove Blue as Servicer upon the occurrence of any of the following events (the "**Servicer Termination Events**"):

(a) an Insolvency Event occurs in respect of the Servicer;

(b) 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 7 Business Days after written notice of the same has been received by the Servicer or discovery of such failure by the Servicer;

(c) the Servicer (i) fails to observe or perform in any 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 (other than as referred to in paragraph (b) above and paragraph (ii) of this paragraph (c)) 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 60 calendar 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 (ii) fails to maintain its authorisations and permissions 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 calendar 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

(d) any of the representations or warranties given by the Servicer pursuant to the Servicing Agreement or any other Transaction Document to which it is a party or in any report provided by the Seller or the Servicer prove to be untrue, incomplete or inaccurate and such default results in a Material Adverse Effect on the Purchased Receivables and (if capable of remedy) continues unremedied for a period of 60 calendar 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.

Resignation of Servicer

The Servicer may also resign its appointment on not less than 12 months' written notice to the Issuer, the Seller, the Security Trustee and the Standby Servicer (with a copy being sent to the Cash Manager and the Rating Agencies), provided that such resignation shall not take effect until the Issuer and the Security Trustee consent in writing to such resignation and the Standby Servicer or replacement servicer has been appointed as Servicer.

Delegation by Servicer

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 and subject to certain conditions – see the section of this Prospectus entitled "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS – Servicing Agreement*".

SUMMARY OF THE CONDITIONS OF THE NOTES AND THE RESIDUAL CERTIFICATES

Please refer to section entitled "CONDITIONS OF THE NOTES" for further detail in respect of the terms of the Notes.

FULL CAPITAL STRUCTURE OF THE NOTES AND THE RESIDUAL CERTIFICATES

	Class A Notes	**Class B Notes**	**Class C Notes**	**Class D Notes**	**Class E Notes**	**Class F Notes**	**Class X1 Notes**	**Class X2 Notes**	**Residual Certificates**
Currency	GBP	GBP	GBP	GBP	GBP	GBP	GBP	GBP	GBP
Initial Outstanding Note Principal Amount	126,421,000	26,415,000	16,982,000	5,661,000	7,076,000	6,132,000	12,265,000	6,604,000	N/A
Rating Agencies	Moody's and S&P	Moody's and S&P	Moody's and S&P	Moody's and S&P	Moody's and S&P	Moody's and S&P	Moody's and S&P	Not rated	N/A
Anticipated ratings	Aaa(sf) by Moody's AAA(sf) by S&P	Aa1(sf) by Moody's A+(sf) by S&P	A3(sf) by Moody's BBB+(sf) by S&P	Ba1(sf) by Moody's BBB-(sf) by S&P	B1(sf) by Moody's B(sf) by S&P	Caa1(sf) by Moody's CCC+(sf) by S&P	Caa2(sf) by Moody's CCC(sf) by S&P	Not rated	N/A
Credit Enhancement	Overcollateralisation funded by the other Collateralised Notes, any excess spread applied through the Principal Deficiency Ledger including from the Reserve Fund (i) as applicable from the Reserve Fund Excess Amount made available in the Available Revenue Receipts, (ii) on the Final Class A Interest Payment	Overcollateralisation funded by the other Collateralised Notes (except the Class A Notes), any excess spread applied through the Principal Deficiency Ledger (excluding the Principal Deficiency Sub-ledger (Class A)) including from the Reserve Fund (i) as applicable from the Reserve Fund Excess Amount made available in the Available	Overcollateralisation funded by the other Collateralised Notes (except the Class A Notes and the Class B Notes), any excess spread applied through the Principal Deficiency Ledger (excluding the Principal Deficiency Sub-ledger (Class A) and Principal Deficiency Sub-ledger (Class B)) including from the Reserve Fund (i) as applicable from	Overcollateralisation funded by the other Collateralised Notes (except the Class A Notes, the Class B Notes and the Class C Notes), any excess spread applied through the Principal Deficiency Ledger (excluding the Principal Deficiency Sub-ledger (Class A), Principal Deficiency Sub-ledger (Class B) and Principal Deficiency Sub-	Overcollateralisation funded by the other Collateralised Notes (except the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes), any excess spread applied through the Principal Deficiency Ledger (excluding the Principal Deficiency Sub-ledger (Class A), Principal Deficiency Sub-ledger (Class B),	Any excess spread applied through the Principal Deficiency Ledger (excluding the Principal Deficiency Sub-ledger (Class A), Principal Deficiency Sub-ledger (Class B), Principal Deficiency Sub-ledger (Class C), Principal Deficiency Sub-ledger (Class D) and Principal Deficiency Sub-ledger (Class E)) including from the	Any excess spread and, following service of a Note Acceleration Notice, the Reserve Fund	Any excess spread and, following service of a Note Acceleration Notice, the Reserve Fund, in each case ranking after payment of interest and principal on the Class X1 Notes	N/A

	Class A Notes	**Class B Notes**	**Class C Notes**	**Class D Notes**	**Class E Notes**	**Class F Notes**	**Class X1 Notes**	**Class X2 Notes**	**Residual Certificates**
	Date, the Legal Maturity Date and the date on which the Aggregate Outstanding Principal Balance is zero (but on the Final Class A Interest Payment Date only up to the balance on the Reserve Fund Ledger (Class A)) and (iii) following service of a Note Acceleration Notice	Revenue Receipts, (ii) on the Final Class B Interest Payment Date, the Legal Maturity Date and the date on which the Aggregate Outstanding Principal Balance is zero (but on the Final Class B Interest Payment Date only up to the balance on the Reserve Fund Ledger (Class B)) and (iii) following service of a Note Acceleration Notice	the Reserve Fund Excess Amount made available in the Available Revenue Receipts, (ii) on the Final Class C Interest Payment Date, the Legal Maturity Date and the date on which the Aggregate Outstanding Principal Balance is zero (but on the Final Class C Interest Payment Date only up to the balance on the Reserve Fund Ledger (Class C)) and (iii) following service of a Note Acceleration Notice	ledger (Class C)) including from the Reserve Fund (i) as applicable from the Reserve Fund Excess Amount made available in the Available Revenue Receipts, (ii) on the Final Class D Interest Payment Date, the Legal Maturity Date and the date on which the Aggregate Outstanding Principal Balance is zero (but on the Final Class D Interest Payment Date only up to the balance on the Reserve Fund Ledger (Class D)) and (iii) following service of a Note Acceleration Notice	Principal Deficiency Sub-ledger (Class C) and Principal Deficiency Sub-ledger (Class D)) including from the Reserve Fund (i) as applicable from the Reserve Fund Excess Amount made available in the Available Revenue Receipts, (ii) on the Final Class E Interest Payment Date, the Legal Maturity Date and the date on which the Aggregate Outstanding Principal Balance is zero (but on the Final Class E Interest Payment Date only up to the balance on the Reserve Fund Ledger (Class E)) and (iii) following service of a Note Acceleration Notice	Reserve Fund (i) as applicable from the Reserve Fund Excess Amount made available in the Available Revenue Receipts, (ii) on the Final Class F Interest Payment Date, the Legal Maturity Date and the date on which the Aggregate Outstanding Principal Balance is zero (but on the Final Class F Interest Payment Date only up to the balance on the Reserve Fund Ledger (Class F)) and (iii) following service of a Note Acceleration Notice			

	Class A Notes	**Class B Notes**	**Class C Notes**	**Class D Notes**	**Class E Notes**	**Class F Notes**	**Class X1 Notes**	**Class X2 Notes**	**Residual Certificates**
Liquidity Support	Subordination in payment of interest on the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, interest and principal on the Class X Notes, amounts payable on the Residual Certificates, the availability of amounts credited to the Reserve Fund (Class A)	Subordination in payment of interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, interest and principal on the Class X Notes and amounts payable on the Residual Certificates, the availability of amounts credited to the Reserve Fund (Class B)	Subordination in payment of interest on the Class D Notes, the Class E Notes and the Class F Notes, interest and principal on the Class X Notes and amounts payable on the Residual Certificates and the availability of amounts credited to the Reserve Fund (Class C)	Subordination in payment of interest on the Class E Notes and the Class F Notes, interest and principal on the Class X Notes and amounts payable on the Residual Certificates and the availability of amounts credited to the Reserve Fund (Class D)	Subordination in payment of interest on the Class F Notes, interest and principal on the Class X Notes and amounts payable on the Residual Certificates and the availability of amounts credited to the Reserve Fund (Class E)	Subordination in payment of interest and principal on the Class X Notes and amounts payable on the Residual Certificates and the availability of amounts credited to the Reserve Fund (Class F)	Subordination in payments on the Class X2 Notes and Residual Certificates	Subordination in payments on the Residual Certificates	N/A
Interest Rate	Compounded Daily SONIA + Relevant Margin the sum being subject to a floor of zero	Compounded Daily SONIA + Relevant Margin the sum being subject to a floor of zero	Compounded Daily SONIA + Relevant Margin the sum being subject to a floor of zero	Compounded Daily SONIA + Relevant Margin the sum being subject to a floor of zero	Compounded Daily SONIA + Relevant Margin the sum being subject to a floor of zero	Compounded Daily SONIA + Relevant Margin the sum being subject to a floor of zero	Compounded Daily SONIA + Relevant Margin the sum being subject to a floor of zero	Compounded Daily SONIA + Relevant Margin the sum being subject to a floor of zero	N/A
Relevant Margin	1.10%	2.25%	3.00%	4.50%	5.50%	7.00%	5.00%	6.00%	N/A
Interest Accrual Method	Actual/365	Actual/365	Actual/365	Actual/365	Actual/365	Actual/365	Actual/365	Actual/365	N/A
Interest Determination Date	The fifth Business Day before the Interest Payment Date for which the relevant Interest Rate and Interest Amount will apply								
Interest Payment Dates	Interest will be payable monthly in arrear (or such longer period for the first Interest Period) on the Interest Payment Date falling on the 20th day of each month commencing on the first Interest Payment Date, subject to the Business Day Convention								N/A
Business Day	London	London	London	London	London	London	London	London	London
Business Day Convention	Modified following	Modified following	Modified following	Modified following	Modified following	Modified following	Modified following	Modified following	Modified following

	Class A Notes	**Class B Notes**	**Class C Notes**	**Class D Notes**	**Class E Notes**	**Class F Notes**	**Class X1 Notes**	**Class X2 Notes**	**Residual Certificates**
First Interest Payment Date	20 September 2020	20 September 2020	20 September 2020	20 September 2020	20 September 2020	20 September 2020	20 September 2020	20 September 2020	20 September 2020
First Interest Period	The period commencing on (and including) the Closing Date and ending on (but excluding) the first Interest Payment Date falling in September 2020								N/A
Pre-Acceleration Principal Priority of Payments	Sequential pass through redemption in accordance with the Pre-Acceleration Principal Priority of Payments. Please refer to Condition 2 (*Status and Security*)						N/A. Class X1 Notes are redeemed by sequential pass through redemption in accordance with the Pre-Acceleration Revenue Priority of Payments only. Please refer to Condition 2 (*Status and Security*)	N/A. Class X2 Notes are redeemed by sequential pass through redemption in accordance with the Pre-Acceleration Revenue Priority of Payments only. Please refer to Condition 2 (*Status and Security*)	N/A
Post-Acceleration Priority of Payments	Sequential pass through redemption in accordance with the Post-Acceleration Priority of Payments. Please refer to Condition 2 (*Status and Security*) and Residual Certificate Condition 2 (*Status and Security*)								Entitlement to all remaining amounts (after satisfaction of items (a) to (k)). Please refer to Residual Certificate Condition 2 (*Status and Security*)
Clean-Up Call	On any Interest Payment Date following the Determination Date on which the Aggregate Outstanding Principal Balance is equal to or less than 10% of the Aggregate Outstanding Principal Balance as at the Cut-Off Date (*see Condition 5(d) Clean-Up Call*)								N/A
Other Early Redemption in full Events	Tax Event (see Condition 5(b) (*Redemption for taxation reasons*))								N/A
Final Redemption Date	Legal Maturity Date	Legal Maturity Date	Legal Maturity Date	Legal Maturity Date	Legal Maturity Date	Legal Maturity Date	Legal Maturity Date	Legal Maturity Date	N/A
Form	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered
Application for Listing	Euronext Dublin	Euronext Dublin	Euronext Dublin	Euronext Dublin	Euronext Dublin	Euronext Dublin	Euronext Dublin	Euronext Dublin	N/A

	Class A Notes	**Class B Notes**	**Class C Notes**	**Class D Notes**	**Class E Notes**	**Class F Notes**	**Class X1 Notes**	**Class X2 Notes**	**Residual Certificates**
ISIN	XS2202758848	XS2202759499	XS2202759572	XS2202759739	XS2202759812	XS2202760075	XS2202760406	XS2208083860	XS2202761800
Common Code	220275884	220275949	220275957	220275973	220275981	220276007	220276040	220808386	220276180
Clearance/Settlement	Clearstream, Luxembourg and Euroclear The Class A Notes will be issued under the NSS	Clearstream, Luxembourg and Euroclear The Class B Global Notes will be held by a Common Depositary for Clearstream, Luxembourg and Euroclear	Clearstream, Luxembourg and Euroclear The Class C Global Notes will be held by a Common Depositary for Clearstream, Luxembourg and Euroclear	Clearstream, Luxembourg and Euroclear The Class D Global Notes will be held by a Common Depositary for Clearstream, Luxembourg and Euroclear	Clearstream, Luxembourg and Euroclear The Class E Global Notes will be held by a Common Depositary for Clearstream, Luxembourg and Euroclear	Clearstream, Luxembourg and Euroclear The Class F Global Notes will be held by a Common Depositary for Clearstream, Luxembourg and Euroclear	Clearstream, Luxembourg and Euroclear The Class X1 Global Notes will be held by a Common Depositary for Clearstream, Luxembourg and Euroclear	Clearstream, Luxembourg and Euroclear The Class X2 Global Notes will be held by a Common Depositary for Clearstream, Luxembourg and Euroclear	Clearstream, Luxembourg and Euroclear The Global Residual Certificate will be held by a Common Depositary for Clearstream, Luxembourg and Euroclear
Regulation	Reg S	Reg S	Reg S	Reg S	Reg S	Reg S	Reg S	Reg S	Reg S
Minimum Denomination	£100,000	£100,000	£100,000	£100,000	£100,000	£100,000	£100,000	£100,000	N/A
Retained Amount	5% purchased by Blue	5% purchased by Blue	5% purchased by Blue	5% purchased by Blue	5% purchased by Blue	5% purchased by Blue	N/A	N/A	N/A
Significant investor	CGML	CGML	CGML	CGML	CGML	CGML	CGML	Blue	Blue

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.

Payments of principal on the Class A Notes will at all times rank in priority to payments of principal on the Class B Notes, payments of principal on the Class B Notes will at all times rank in priority to payments of principal on the Class C Notes, payments of principal on the Class C Notes will at all times rank in priority to payments of principal on the Class D Notes, payments of principal on the Class D Notes will at all times rank in priority to payments of principal on the Class E Notes, payments of principal on the Class E Notes will at all times rank in priority to payments of principal on the Class F Notes, payments of principal on the Class F Notes will at all times rank in priority to payments of interest and principal on the Class X1 Notes, payments of principal on the Class X1 Notes will at all times rank in priority to payments of principal on the Class X2 Notes and payments of principal on the Class X2 Notes will at all times rank in priority to payments on the Residual Certificates, in each case in accordance with the applicable Priority of Payments.

Payments of interest on the Class A Notes will at all times rank in priority to payments of interest on the Class B Notes, payments of interest on the Class B Notes will at all times rank in priority to payments of interest on the Class C Notes, payments of interest on the Class C Notes will at all times rank in priority to payments of interest on the Class D Notes, payments of interest on the Class D Notes will at all times rank in priority to payments of interest on the Class E Notes, payments of interest on the Class E Notes will at all times rank in priority to payments of interest on the Class F Notes, payments of interest on the Class F Notes will at all times rank in priority to payments of interest (and principal) on the Class X1 Notes, payments of interest (and principal) on the Class X1 Notes will at all times rank in priority to payments of interest (and principal) on the Class X2 Notes and payments of interest (and principal) on the Class X2 Notes will at all times rank in priority to payments on the Residual Certificates, in each case in accordance with the applicable Priority of Payments.

The Residual Certificates are subordinate to all payments due in respect of the Notes.

Payments on the Collateralised Notes

Prior to the delivery of a Note Acceleration Notice, payments of principal and interest on the Collateralised Notes will be made in accordance with the Pre-Acceleration Principal Priority of Payments and the Pre-Acceleration Revenue Priority of Payments, respectively. Following the delivery of a Note Acceleration Notice, all payments will be made in accordance with the Post-Acceleration Priority of Payments.

Payments on Class X Notes and Residual Certificates

Prior to the delivery of a Note Acceleration Notice, payments of interest and principal on the Class X Notes shall only be made from Available Revenue Receipts.

Prior to the delivery of a Note Acceleration Notice, payments on

	the Residual Certificates shall only be made from Available Revenue Receipts. Following the delivery of a Note Acceleration Notice, all payments on the Class X Notes and the Residual Certificates will be made in accordance with the Post-Acceleration Priority of Payments. Prior to, and following, the delivery of a Note Acceleration Notice, the Residual Certificates shall only represent an entitlement to any amounts of excess spread available after satisfaction by the Issuer of all other amounts payable on an Interest Payment Date in accordance with the applicable Priority of Payments (being, prior to the delivery of a Note Acceleration Notice, the Pre-Acceleration Revenue Priority of Payments).
Security	The Notes and the Residual Certificates are secured and will share the Security with the other Secured Obligations of the Issuer as set out in the Deed of Charge. The Issuer will also execute and deliver to the Security Trustee, and procure the execution and delivery to the Security Trustee by the Seller of, a Scottish Supplemental Charge in respect of the Issuer's beneficial interest in the Vehicle Declaration of Trust. 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 relevant Priority of Payments.
Use of proceeds of the Collateralised Notes	The net proceeds of issue 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 (the "**Collateralised Notes**") will be used by the Issuer to fund the Principal Element Purchase Price in respect of the Portfolio to be acquired from the Seller on the Closing Date.
Use of proceeds of the Class X Notes and Residual Certificates	The net proceeds of issue of the Class X Notes and the Residual Certificates will be used by the Issuer to: (a) pay the Premium Element Purchase Price in respect of the Portfolio to be acquired from the Seller on the Closing Date; (b) establish the Reserve Fund through the retention of the Reserve Fund Required Amount (in respect of part of the proceeds of the Class X Notes); and (c) retain certain amounts and pay certain estimated fees and expenses of the Issuer (including the Cap Premium payable under the Cap Agreement) incurred in connection with the issue of the Notes and the Residual Certificates on the Closing Date (in respect of part of the proceeds of the Class X Notes and the Residual Certificates).
Interest Provisions	Please refer to "*Full Capital Structure of the Notes*" as set out above and Condition 4 (*Interest*) for the relevant interest provisions.

Interest Deferral	Interest due and payable on the Most Senior Class of Notes will not be deferred. Interest due and payable on the Notes (other than interest due in respect of the Most Senior Class of Notes) may be deferred in accordance with Condition 6 (*Additional interest and subordination*) on any Interest Payment Date (other than the final Interest Payment Date or any earlier redemption of such Class of Notes in full). For the avoidance of doubt, such deferral shall not result in the occurrence of an Event of Default.
Gross-up	None of the Issuer or any Agent will be obliged to gross-up if there is any withholding or deduction in respect of the Notes or the Residual Certificates on account of taxes.
Redemption	The Notes are subject to the following optional or mandatory redemption events (in whole or in part, as stated below): • mandatory redemption in whole on the Legal Maturity Date, as fully set out in Condition 5(a) (*Final redemption*); • in the case of the Collateralised Notes, mandatory early redemption in part on each Interest Payment Date commencing on the first Interest Payment Date subject to availability of Available Principal Receipts in accordance with the applicable Priority of Payments, as fully set out in Condition 5(c) (*Mandatory early redemption in part*); • in respect of the Class X1 Notes (until redeemed in full) and then the Class X2 Notes, mandatory early redemption in part on each Interest Payment Date commencing on the first Interest Payment Date subject to availability of Available Revenue Receipts in accordance with the applicable Priority of Payments, as fully set out in Condition 5(c) (*Mandatory early redemption in part*); • optional redemption exercisable by the Issuer in whole for tax reasons as fully set out in Condition 5(b) (*Redemption for taxation reasons*); and • mandatory redemption in whole on any Interest Payment Date if the Seller exercises its Clean-Up Call, as fully set out in Condition 5(d) (*Clean-Up Call*). Any Note redeemed pursuant to the above redemption provisions will be redeemed at an amount equal to the Aggregate Outstanding Note Principal Amount of the relevant Note together with accrued (and unpaid) interest on the Aggregate Outstanding Note Principal Amount up to (but excluding) the date of redemption.
Event of Default	As fully set out in Condition 10 (*Events of Default*) and the Residual Certificate Condition 8 (*Events of Default)*, which comprises (where relevant, subject to the applicable grace period):

- a default occurs in the payment of interest on any Interest Payment Date in respect of the Most Senior Class of Notes or, following redemption in full of the Notes, any Residual Certificate Payment due in respect of the Residual Certificates (and such default is not remedied within 14 Business Days of its occurrence);
- the Issuer defaults in the payment of principal on the Most Senior Class of Notes when due, and such default continues for a period of 7 Business Days;
- the Issuer fails to perform or observe any of its other material obligations under the Conditions, the Residual Certificates or the Transaction Documents and such failure continues for a period of 30 calendar days following written notice from the Note Trustee or any other Secured Creditors;
- an Insolvency Event occurs in respect of the Issuer; or
- the Deed of Charge (or any security interest purported to be created thereunder) shall, for any reason, cease to be in full force and effect or be declared to be null and void, or the validity or enforceability thereof shall be contested by the Issuer or the Issuer shall deny that it has any or further liability or obligation under the Deed of Charge (or with respect thereto).

Enforcement

If an Event of Default has occurred and is continuing, the Note Trustee at its absolute discretion may, and, if so directed by the (i) holders of at least 25% in aggregate Outstanding Note Principal Amount of the Most Senior Class of Notes or if so directed by an Extraordinary Resolution of the Most Senior Class of Notes at the relevant date; or (ii) following redemption in full of the Notes, holders of at least 25% in number of the Residual Certificates then in issue or if so directed by an Extraordinary Resolution of the Certificateholders (subject, in each case, to the Note Trustee being indemnified and/or secured and/or prefunded to its satisfaction), will give a Note Acceleration Notice to the Issuer, the Security Trustee, the Account Bank, the Cash Manager and the Paying Agent declaring the Notes and any Residual Certificate Payments pursuant to the Residual Certificates due and payable and each Note will accordingly become immediately due and payable, without further action or formality, at its Outstanding Note Principal Amount together with accrued interest (in the case of the Notes).

Upon any Note Acceleration Notice being given by the Note Trustee in accordance with the terms of Condition 10 (*Events of Default*) or Residual Certificate Condition 8 (*Events of Default*), notice to that effect will be given by the Note Trustee to all Noteholders in accordance with Condition 15 (*Notices*) or to all Certificateholders in accordance with Residual Certificate Condition 13 *(Notices)*.

Following the delivery of a Note Acceleration Notice the Security

	Trustee will, subject to being indemnified and/or secured and/or prefunded to its satisfaction, have the right to enforce the 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 7(g) (*Limited recourse*). The 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. If not repaid in full, amounts outstanding are subject to a final write-off, which is described in more detail in Residual Certificate Condition 5(g) (*Limited recourse*).
Non petition	The Noteholders and the Certificateholders shall not be entitled to take any steps (otherwise than in accordance with the Trust Deed, the Conditions and the Residual Certificate Conditions): • to enforce the Security other than when expressly permitted to do so under Condition 11 (*Enforcement and non-petition*) or Residual Certificate Condition 9 (*Enforcement and non-petition)*; or • to take or join in any steps against the Issuer to obtain payment of any amount due from the Issuer to it; or • until the date falling one year and one day after the Final Redemption Date, to initiate or join in initiating any Insolvency Proceedings in relation to the Issuer; or • to take any steps which would result in any of the Priorities of Payments not being observed.
Governing Law	English law.

RIGHTS OF NOTEHOLDERS, CERTIFICATEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS

Please refer to sections entitled "SUMMARY OF PROVISIONS RELATING TO NOTES IN GLOBAL FORM" and "CONDITIONS OF THE NOTES" for further detail in respect of the rights of Noteholders, conditions for exercising such rights and relationship with other Secured Creditors.

Prior to an Event of Default

The Issuer or the Note Trustee at any time may (at the cost of the Issuer), and upon a requisition in writing from Noteholders holding at least 10% of the Outstanding Note Principal Amount of the relevant Class of Notes the Issuer shall, convene a Noteholders' meeting for any purpose, including consideration of Extraordinary Resolutions and Ordinary Resolutions or any other matter affecting their interests. If the Issuer makes default for a period of seven days in convening a meeting requisitioned by Noteholders, the same may be convened by the Note Trustee (subject to being indemnified and/or secured and/or prefunded to its satisfaction) or the requisitionists.

The Issuer or the Note Trustee may at any time (at the cost of the Issuer), and upon a requisition in writing from Certificateholders holding at least 10% in number of the Residual Certificates then in issue the Issuer shall, convene a Certificateholders' meeting for any purpose, including consideration of Extraordinary Resolutions and Ordinary Resolutions or any other matter affecting their interests. If the Issuer makes default for a period of seven days in convening such a meeting the same may be convened by the Note Trustee (subject to being indemnified and/or secured and/or prefunded to its satisfaction) or the requisitionists.

However, the Noteholders and the Certificateholders are not entitled to instruct or direct the Issuer to take any action, either directly or through the Note Trustee, without the consent of the Issuer and, if applicable, certain other Transaction Parties, unless the Issuer has an obligation to take such action under the relevant Transaction Documents.

Following an Event of Default

Following the occurrence of an Event of Default, Noteholders may, if they hold at least 25% in aggregate Outstanding Note Principal Amount of the Most Senior Class of Notes or acting by an Extraordinary Resolution of the Most Senior Class of Notes; or following redemption in full of the Notes, the Certificateholders may, if they hold at least 25% in number of the Residual Certificates then in issue or acting by an Extraordinary Resolution of the Certificateholders (subject, in each case, to the Note Trustee being indemnified and/or secured and/or prefunded to its satisfaction), direct the Note Trustee to give a Note Acceleration Notice to the Issuer, the Security Trustee, the Account Bank, the Cash Manager and the Paying Agent notifying the Issuer that all classes of the Notes are immediately due and repayable at their respective Outstanding Note Principal Amount together with accrued interest (or, in the case of the Residual Certificates, that all Residual Certificate Payment Amounts are immediately due and payable).

The Note Trustee may without the consent of the Noteholders, if it is of the opinion that such determination will not be materially prejudicial to the interests of the Most Senior Class of Notes,

determine that an Event of Default or Potential Event of Default shall not, or shall not subject to specified conditions, be treated as such, provided that the Note Trustee shall not exercise any such powers in contravention of any express direction given by an Extraordinary Resolution of the Noteholders of the Most Senior Class of Notes or by a direction under Condition 10 (*Events of Default*).

See section entitled "*CONDITIONS OF THE NOTES*" for more information.

Noteholders and Certificateholders Meeting provisions		*Initial meeting*	*Adjourned meeting*
	Notice period:	At least 21 clear days (but not more than 90 clear days) for the initial meeting	At least 10 clear days for the adjourned meeting (and no more than 42 clear days in the case of an initial adjournment of a meeting at which an Extraordinary Resolution is to be proposed).
	Quorum:	At least 20% of the Outstanding Note Principal Amount of the relevant Class of Notes then outstanding (or, in the case of the Residual Certificates, 20% in number of the Residual Certificates then in issue) for all Ordinary Resolutions; at least 50% of the Outstanding Note Principal Amount of the relevant Class of Notes (or in the case of the Residual Certificates, 50% in number of the Residual Certificates then in issue) for the initial meeting to pass an Extraordinary Resolution (other than a Basic Terms Modification, which requires at least 66⅔% of the Outstanding Note Principal Amount of the relevant Class of Notes, or in the case of the Residual Certificates, 66⅔% in number of the Residual Certificates then in issue).	Any holding (other than an Extraordinary Resolution or a Basic Terms Modification, which requires at least 25% of the Outstanding Note Principal Amount of the relevant Class of Notes or, in the case of the Residual Certificates, 25% in number of the Residual Certificates then in issue).

Required majority for an Ordinary Resolution and an Extraordinary Resolution:	At least 50% of votes cast for matters requiring Ordinary Resolution and at least 75% of votes cast for matters requiring Extraordinary Resolution.
Required majority for passing a Written Resolution:	Extraordinary Resolution: At least 75% of the Outstanding Note Principal Amount of the relevant Class of Notes then outstanding or in the case of the Residual Certificates, at least 75% in number of the Residual Certificates then in issue. Ordinary Resolution: At least 50% of the Outstanding Note Principal Amount of the relevant Class of Notes then outstanding or in the case of the Residual Certificates, more than 50% in number of the Residual Certificates then in issue. A Written Resolution has the same effect as an Ordinary Resolution or an Extraordinary Resolution.
Electronic Consent	Consent may be given by way of electronic consents communicated through the electronic communications systems of the relevant Clearing System(s) to the Paying Agent or another specified agent and/or the Note Trustee in accordance with the operating rules and procedures of the relevant Clearing System(s) by or on behalf of the Noteholders or the Certificateholders with the required majority for an Ordinary Resolution or an Extraordinary Resolution (as applicable).
Place	All meetings of Noteholders and Certificateholders shall be held in the UK.

Matters requiring Ordinary Resolution

Any matters to be sanctioned by the Noteholders that do not require an Extraordinary Resolution will require an Ordinary Resolution of the Noteholders.

Matters requiring Extraordinary Resolution

Broadly speaking, the following matters require an Extraordinary Resolution:

- to approve any Basic Terms Modification;
- to sanction any compromise or arrangement between the Issuer and any other party to any Transaction Document, the Noteholders or the Certificateholders;
- to sanction any modification or compromise in respect of the rights of the Issuer or any other party to any Transaction Document against any other party to a Transaction Document;
- to assent to any modification of any Transaction Document

(except where the Conditions and the Residual Certificate Conditions provide that the consent of the Noteholders and the Certificateholders is not required);

- to give any authority or sanction which under the Transaction Documents is required to be given by Extraordinary Resolution;
- to appoint any persons as a committee or committees to represent the interests of the Noteholders or Certificateholders and to confer upon them any powers or discretions which they could themselves exercise by Extraordinary Resolution;
- to approve of a person to be appointed a trustee and to remove or any trustee of the Trust Deed and/or the Deed of Charge;
- to discharge or exonerate the Note Trustee and/or the Security Trustee from all Liability in respect of any act or omission for which it may be responsible;
- to authorise the Note Trustee and/or the Security Trustee to concur in and do all such things as may be necessary to give effect to any Extraordinary Resolution;
- to sanction any scheme or proposal for the exchange or sale of the Notes or the Residual Certificates for or the conversion of the Notes or the Residual Certificates into or the cancellation of the Notes or the Residual Certificates in consideration of shares, stock, notes, bonds, debentures or debenture stock; and
- to approve the substitution of any entity for the Issuer as principal debtor under the Trust Deed and the Notes (other than where the Conditions or the Transaction Documents provide that this may be done without the consent of the Noteholders and the Certificateholders).

Right of modification without Noteholder consent

Pursuant to and in accordance with the detailed provisions of Condition 12 (*Meetings of Noteholders, amendments, waiver, substitution and exchange*) and Residual Certificate Condition 10 (*Meetings of Certificateholders and Noteholders, amendments, waiver, substitution and exchange*), the Note Trustee shall be obliged, without any consent or sanction of the Noteholders, the Certificateholders or the other Secured Creditors but subject to the receipt of written consent from each of the Secured Creditors party to the Transaction Document being modified, to concur with the Issuer in making any modification (other than a Basic Terms Modification which, for the avoidance of doubt, shall not include a Benchmark Rate Modification) to the Conditions, the Residual Certificate Conditions and/or any Transaction Document or enter into any new, supplemental or additional documents for the purposes of:

(a) complying with, or implementing or reflecting, any change in criteria of the Rating Agencies;

(b) enabling the Issuer and/or the Cap Provider to comply with any obligation which applies to it under EMIR, MiFID II / MiFIR or SFTR (as applicable);

(c) complying with any obligation which applies to the Issuer or the Seller under Article 6 of the Securitisation Regulation or Section 15G of the Exchange Act, including as a result of the adoption of regulatory technical standards in relation to Article 6 of the Securitisation Regulation or any other risk retention legislation or regulations or official guidance in relation thereto;

(d) enabling the Notes to be or remain listed on Euronext Dublin;

(e) enabling the Issuer or any other Transaction Party to comply with FATCA (or any voluntary agreement entered into with a taxing authority in relation thereto);

(f) enabling the Issuer to open any custody account for the receipt of any collateral posted by the Cap Provider under the Cap Agreement in the form of securities;

(g) opening additional accounts with an additional account bank or move the Issuer Accounts to be held with an alternative account bank with the Required Ratings;

(h) for so long as the Class A Notes are intended to be held in a manner which will allow for Eurosystem eligibility, maintaining such eligibility;

(i) complying with any changes in the requirements of the Securitisation Regulation, including relating to the treatment of the Notes as a simple, transparent and standardised securitisation, and any related regulatory technical standards authorised under the Securitisation Regulation or regulations or official guidance in relation thereto;

(j) complying with the CRA Regulation; and

(k) changing the benchmark rate on the Notes from SONIA to an Alternative Benchmark Rate (and such other amendments as are necessary or advisable in the reasonable judgment of the Issuer (or the Servicer on its behalf) to facilitate such changes) to the extent (amongst other things) there has been or there is reasonably expected to be a material disruption or cessation to SONIA or in the event that an alternative means of calculating a SONIA-based rate of interest is introduced and becomes a standard method of calculating interest for similar transactions (including changing the benchmark rate referred to in any interest rate hedging agreement to align such rate with the proposed change to SONIA in respect of such Notes or other such consequential amendments) or where the Issuer and the Cap Provider agree to apply an alternative fallback (and make alternative adjustments, amendments and payments) in respect of the transaction

under the Cap Agreement following the occurrence of a Benchmark Trigger Event thereunder.

Other than in the case of a modification referred to in paragraph (b), (c), (e) and (g) above, it is a condition of any such modification that (1) the Issuer shall provide written notice of the proposed modification to the Noteholders and the Certificateholders at least 40 calendar days prior to the date on which it is proposed that the modification would take effect and (2) Noteholders holding or representing at least 10% of the Outstanding Note Principal Amount of the Most Senior Class of Notes outstanding (or, if the Notes have been redeemed in full, Certificateholders holding at least 10% in number of the Residual Certificates in issue) have not contacted the Issuer or the Note Trustee within such notification period notifying the Issuer or the Note Trustee that such Noteholders (or Certificateholders, as the case may be) do not consent to the proposed modification. If Noteholders representing at least 10% of the Outstanding Note Principal Amount of the Most Senior Class of Notes outstanding (or, if the Notes have been redeemed in full, Certificateholders holding at least 10% in number of the Residual Certificates in issue) have contacted the Issuer or the Note Trustee within the period referred to above that they do not consent to the modification, then such modification will not be made unless passed by an Extraordinary Resolution of the Noteholders of the Most Senior Class of Notes then outstanding in accordance with Condition 12(b)(iv)(3) or Residual Certificate Condition 10(b)(iv)(3).

In addition, the Note Trustee may, without the consent of the Noteholders, the Certificateholders or the other Secured Creditors, concur with the Issuer or any other person in making any modification:

(i) to the Conditions, the Residual Certificate Conditions or any Transaction Document (excluding in relation to a Basic Terms Modification) which in the opinion of the Note Trustee will not be materially prejudicial to the interests of the Most Senior Class of Notes; or

(ii) to the Conditions, the Residual Certificate Conditions or any Transaction Document (including in relation to a Basic Terms Modification) if in the opinion of the Note Trustee such modification is of a formal, minor or technical nature or to correct a manifest error.

Relationship between Classes of Noteholders

Except in respect of certain matters set out in Condition 12 (*Meetings of Noteholders, amendments, waiver, substitution and exchange*) and the Trust Deed and excluding for the avoidance of doubt a Basic Terms Modification, an Extraordinary Resolution or an Ordinary Resolution of Noteholders of the Most Senior Class of Notes shall be binding on all other Classes. For further details see Condition 12 (*Meetings of Noteholders, amendments, waiver, substitution and exchange*).

A Basic Terms Modification requires an Extraordinary Resolution of each Class of Notes then outstanding and of the Certificateholders.

In the exercise of its powers, trusts, authorities or discretions, if, in

the opinion of the Note Trustee, there is a conflict between the interests of the Most Senior Class of Notes and more junior classes of Noteholders or the Certificateholders, the Note Trustee will only take into consideration the interests of the Most Senior Class of Notes.

For more details on the priority applicable to the payment of interest and principal of each Class of Notes, please refer to Condition 2 (*Status and Security*).

Seller/Issuer as Noteholder

For each of the following purposes:

(i) the determination of how many of which Notes of a Class are for the time being outstanding for the purposes of any provisions of their Conditions and the Trust Deed requiring calculation of the proportion of Noteholders of such Class requesting or directing the Note Trustee to enforce the security for such Class, or the provisions for meetings of the Noteholders of such Class set out in the Trust Deed;

(ii) any discretion, power or authority which the Note Trustee is required or permitted, expressly or impliedly, to exercise in or by reference to the interests of the Noteholders of such Class or any of them; and

(iii) the determination by the Note Trustee whether, in its opinion, any event, circumstance, matter or thing is or would be materially prejudicial to the interests of the Noteholders or any Class of them,

those Notes of the relevant Class, if any, which are beneficially held by or for the account of the Issuer or the Seller will be deemed not to remain outstanding unless they are together the sole beneficial holders of that Class of Notes and there are no other Notes outstanding at such time which rank junior or *pari passu* to the Notes held by the Issuer or the Seller.

Relationship between Noteholders and other Secured Creditors

Payments of interest and principal to Noteholders and payments of Residual Certificate Payments to Certificateholders are subject to the Priority of Payments as set out in Condition 2 (*Status and Security*) and Residual Certificate Condition 2 (*Status and Security*).

In the exercise of its powers, trusts, authorities and discretions, the Note Trustee will only have regard to the Noteholders and not to the other secured creditors for so long as the Notes are outstanding and will only have regard to the Certificateholders and not to the other secured creditors once the Notes have been redeemed in full.

Provision of Information to the Noteholders and the Certificateholders

For so long as the Notes are outstanding, the Servicer on behalf of the Issuer will prepare the Monthly Report detailing, among other things, certain aggregated loan file data in relation to the Portfolio. The Monthly Report will be made available to the Cash Manager on or prior to each Reporting Date who will then make it available to the Issuer, the Servicer, the Seller, the Cap Provider, the Noteholders, the Certificateholders and the Rating Agencies by

publishing the report on the structured finance website https://sf.citidirect.com/ in accordance with the provisions of the Cash Management Agreement. The website and its contents do not form part of this Prospectus.

For so long as the Notes are outstanding, the Cash Manager on behalf of the Issuer will prepare and publish the Monthly Investor Report detailing, among other things, the Portfolio and cash flows. The Monthly Investor Report will be made available to the Issuer, the Seller, the Servicer, the Cap Provider, the Noteholders, the Certificateholders and the Rating Agencies by publishing the report on the structured finance website https://sf.citidirect.com/ in accordance with the provisions of the Cash Management Agreement. The website and its contents do not form part of this Prospectus.

Securitisation Regulation Reporting

The Issuer has been designated as the entity responsible for fulfilling the information requirements under Article 7 of the Securitisation Regulation pursuant to Article 7(2) of the Securitisation Regulation. The Seller, as the originator, is responsible for compliance with Article 7 of the Securitisation Regulation pursuant to Article 22(5) of the Securitisation Regulation.

The Cash Manager, on behalf of the Issuer, (and subject to receipt of the relevant SR Servicer Data Tape on each Reporting Date) will prepare each SR Investor Report detailing, among other things, certain aggregated loan data in relation to the Portfolio.

Prior to the Template Effective Date, the SR Investor Report will contain the information required in Annex XII of SR RTS Delegated Regulation. The Servicer shall monitor if ESMA or any relevant regulatory or Competent Authority publishes or amends any required reporting templates under the Securitisation Regulation, including the occurrence of the Template Effective Date, and will notify the Issuer, the Note Trustee and the Cash Manager if any such change occurs (the "**SR Reporting Notification**").

Following the SR Reporting Notification: (i) if there are no material differences (to be determined by the Cash Manager acting reasonably) between the form of the report set out in Annex XII of the SR RTS Delegated Regulation and the final disclosure template adopted (the "**Final Template**"), the SR Investor Report shall be in the form of the Final Template; or (ii) if there are material differences (to be determined by the Cash Manager acting reasonably) between the form of the report set out in Annex XII of the SR RTS Delegated Regulation and the Final Template, the Cash Manager shall notify the Issuer and the Servicer of such material differences and the Servicer shall propose the method for dealing with such material differences. The Cash Manager shall consult with the Servicer and, if it agrees to provide the SR Investor Report on such proposed terms, the Cash Manager shall confirm in writing to the Servicer and the Cash Manager shall prepare the SR Investor Report in the form agreed. If the Cash Manager does not agree to provide the SR Investor Report on such proposed terms, the Issuer may appoint an agent to provide such reporting (the "**SR Reporting Provider**"), with any fees and expenses incurred by the

Issuer as a result of such appointment being payable in accordance with the relevant Priority of Payments.

The Cash Manager (or the SR Reporting Provider) will make available each SR Investor Report to the Noteholders, the Certificateholders, the competent authorities and, upon request, to potential noteholders and potential certificateholders by emailing such information to the Securitisation Repository in order for the Securitisation Repository to procure the publication of such information on the Reporting Website. For the avoidance of doubt, neither the Reporting Website nor the contents thereof forms part of this Prospectus.

The Cash Manager does not assume any responsibility for the Issuer's obligations under the Securitisation Regulation.

Communication with Noteholders and Certificateholders

Any notice shall be deemed to have been duly given to the Noteholders and the Certificateholders if sent to the Clearing Systems for communication by them to the holders of the Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes, Class F Notes, Class X Notes and Residual Certificates and shall be deemed to be given on the date on which it was so sent to the Clearing Systems. Any notice to the Noteholders shall also be published in accordance with the relevant guidelines of Euronext Dublin by a notification in writing to the Company Announcement Office of Euronext Dublin.

CREDIT STRUCTURE AND CASHFLOW

Please refer to sections, "SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS", "SUMMARY OF THE CONDITIONS OF THE NOTES AND THE RESIDUAL CERTIFICATES" of this Prospectus 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 Certificate Payments to the Certificateholders and meeting the Issuer's other payment obligations pursuant to the other Transaction Documents.
Available Principal Receipts	The "**Available Principal Receipts**" means, in respect of any Calculation Period and the immediately succeeding Interest Payment Date, an amount equal to the sum of (without double counting): (a) all Principal Receipts received by the Issuer (including, for the avoidance of doubt, into a Collection Account) during such Calculation Period (in each case, excluding any Reconciliation Amounts to be applied as Available Revenue Receipts on that Interest Payment Date); (b) the amount, if any, to be credited to the Principal Deficiency Ledger pursuant to items (f), (i), (l), (o), (r) and (u) of the Pre-Acceleration Revenue Priority of Payments on the relevant Interest Payment Date; and (c) on each Interest Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Principal Receipts in accordance with the Cash Management Agreement; (d) any Principal Receipts (other than those Principal Receipts referred to in (a) above) that have not been applied on the immediately preceding Interest Payment Date; and (e) on a Repurchase Date on which the Clean-Up Call is exercised, all amounts relating to the Calculation Period in which the Clean-Up Call is exercised standing to the credit of the Transaction Account (excluding the balance on the Issuer Profit Ledger) on the date which is two Business Days prior to the Repurchase Date, excluding any payments received by the Issuer in error which have been identified by the Servicer and communicated to the Cash Manager accordance with the Servicing Agreement.
Available Revenue Receipts	The "**Available Revenue Receipts**" means, in respect of any Calculation Period and the immediately following Interest Payment Date, an amount equal to the sum of (without double counting): (a) all Revenue Receipts received by the Issuer (including, for the avoidance of doubt, into a Collection Account) during such Calculation Period (in each case, excluding any Reconciliation Amounts to be applied as Available Principal Receipts on that Interest Payment Date); (b) interest received on any Issuer Account (other than any Cap

Collateral Account);

(c) amounts received by the Issuer under the Cap Agreement (other than any (1) early termination amount (save to the extent such early termination amount or part thereof is in excess of any premium due to a replacement Cap Provider) or (2) Replacement Cap Premium (save to the extent such Replacement Cap Premium or any part thereof is in excess of any termination payment due to the relevant outgoing Cap Provider), (3) any Cap Collateral, or (4) Cap Tax Credits or (5) any Excess Cap Collateral);

(d) on each Interest Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Revenue Receipts in accordance with the Cash Management Agreement;

(e) the aggregate of all Available Principal Receipts (if any) which are applied as Surplus Available Principal Receipts;

(f) any Revenue Receipts (other than those Revenue Receipts referred to in (a) above) that have not been applied on the immediately preceding Interest Payment Date;

(g) the Reserve Fund Release Amount, provided that this is only available for payments under items (a) to (d), (g), (j), (m), (p) and (s) of the Pre-Acceleration Revenue Priority of Payments;

(h) on the Final Class A Interest Payment Date, the Final Class B Interest Payment Date, the Final Class C Interest Payment Date, the Final Class D Interest Payment Date, the Final Class E Interest Payment Date, the Final Class F Interest Payment Date, on the date on which the Aggregate Outstanding Principal Balance is zero and the Legal Maturity Date, all amounts on the applicable sub-ledger(s) of the Reserve Fund Ledger; and

(i) the Reserve Fund Excess Amount,

but, for the avoidance of doubt, excluding any Issuer Profit Amount retained by the Issuer on any previous Interest Payment Date, (without double counting any amounts excluded from the definition of Revenue Receipts) any amounts which have been applied as Permitted Revenue Withdrawals by the Issuer during the immediately preceding Calculation Period and any payments received by the Issuer in error which have been identified by the Servicer and communicated to the Cash Manager accordance with the Servicing Agreement.

Summary of Priority of Payments

Below is a summary of the relevant payment priorities. Full details of the payment priorities are set out in Condition 2 *(Status and Security*).

Pre-Acceleration Revenue Priority of Payments	**Pre-Acceleration Principal Priority of Payments**	**Post-Acceleration Priority of Payments**
On each Interest Payment Date falling prior to the service of a Note Acceleration Notice on the Issuer by	On each Interest Payment Date falling prior to the service of a Note Acceleration Notice on the Issuer by	The Security Trustee will apply amounts (other than amounts representing any Excess Cap Collateral

	the Note Trustee, the Issuer will distribute the Available Revenue Receipts (other than the amounts referred to in paragraph (g) of that definition) on each Interest Payment Date in accordance with the following Pre-Acceleration Revenue Priority of Payments (in each case only if and to the extent that payments or provisions of higher priority have been paid in full):	the Note Trustee, the Issuer will distribute the Available Principal Receipts on each Interest Payment Date in accordance with the following Pre-Acceleration Principal Priority of Payments (in each case only if and to the extent that payments or provisions of higher priority have been paid in full):	and Cap Tax Credits which shall be returned directly to the Cap Provider (and for the avoidance of doubt, such payment shall be without regard to the relevant Priority of Payments)) received or recovered following the service of a Note Acceleration Notice on the Issuer in the following order of priority (in each case only if and to the extent that payments or provisions of higher priority have been paid in full):
	(a) first, for the Issuer to retain as profit the Issuer Profit Amount on the Issuer Profit Ledger from which the Issuer will discharge its corporate income or corporation tax liability (if any);	(a) first, pro rata and pari passu, to pay the Class A Noteholders, in accordance with the respective amounts thereof, principal on the Class A Notes;	(a) first, pro rata and pari passu, to pay all amounts due under the Transaction Documents to the Security Trustee and any Receiver or to the Note Trustee on account of their fees and expenses (including any legal fees and expenses), claims, costs, liabilities or any indemnity payments together with any amount in respect of VAT (if any) on those amounts as provided for under the Transaction Documents;
	(b) then, pro rata and pari passu, to pay all amounts due under the Transaction Documents to the Security Trustee and any Receiver or to the Note Trustee on account of their fees and expenses (including any legal fees and expenses), claims, costs, liabilities	(b) then, pro rata and pari passu, to pay the Class B Noteholders, in accordance with the respective amounts thereof, principal on the Class B Notes;	(b) then, pro rata and pari passu, to pay the Senior Expenses then due or overdue by the Issuer (excluding any amounts paid under item (a) above);

	or any indemnity payments together with any amount in respect of VAT (if any) on those amounts as provided for under the Transaction Documents;		
	(c) then, pro rata and pari passu, to pay: (i) the Senior Expenses then due or overdue by the Issuer (excluding any amounts paid under item (b) above); (ii) any amount due from the Issuer to the Securitisation Repository and the Rating Agencies as surveillance or monitoring fees or to the Irish Listing Agent or Euronext Dublin as fees and expenses in connection with the maintenance of the listing of the Notes, together with any amount in respect of VAT (if any) on those amounts as provided for under the Transaction Documents; (iii) any fees, costs, taxes, expenses, indemnity payments and other amounts properly due and payable to the directors of the Issuer (properly incurred with respect to their duties), legal advisers, tax advisers or auditors of the Issuer, and any other amounts due and payable by the Issuer to third parties in connection with the	(c) then, pro rata and pari passu, to pay the Class C Noteholders, in accordance with the respective amounts thereof, principal on the Class C Notes;	(c) then, pro rata and pari passu, to pay the Class A Noteholders amounts in respect of interest and principal due and payable on the Class A Notes until the Class A Notes are redeemed in full;

	Issuer's ownership of the Purchased Receivables, the Notes, the establishment, liquidation and/or dissolution of the Issuer, or any annual return, filing, registration and registered office or other company, licence or statutory fees in England (excluding any amounts expressly payable as Senior Expenses); and (iv) any amounts due and payable by the Issuer to the Cap Provider as Interest Amounts (as defined in the Cap Agreement) not otherwise discharged by the Issuer on such Interest Payment Date;		
	(d) then, pro rata and pari passu, to pay the Class A Noteholders any due and payable Class A Interest Amount on the Class A Notes and any Class A Interest Shortfall;	(d) then, pro rata and pari passu, to pay the Class D Noteholders, in accordance with the respective amounts thereof, principal on the Class D Notes;	(d) then, pro rata and pari passu, to pay the Class B Noteholders amounts in respect of interest and principal due and payable on the Class B Notes until the Class B Notes are redeemed in full;
	(e) then, to the Reserve Fund Ledger (Class A) in an amount up to the amount required to make the balance of the Reserve Fund Ledger (Class A) equal to the Reserve Fund Required Amount (Class A) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (e));	(e) then, pro rata and pari passu, to pay the Class E Noteholders, in accordance with the respective amounts thereof, principal on the Class E Notes;	(e) then, pro rata and pari passu, to pay the Class C Noteholders amounts in respect of interest and principal due and payable on the Class C Notes until the Class C Notes are redeemed in full;

	(f) then, an amount sufficient to eliminate any debit on the Principal Deficiency Sub-ledger (Class A) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (f));	(f) then, pro rata and pari passu, to pay the Class F Noteholders, in accordance with the respective amounts thereof, principal on the Class F Notes; and	(f) then, pro rata and pari passu, to pay the Class D Noteholders amounts in respect of interest and principal due and payable on the Class D Notes until the Class D Notes are redeemed in full;
	(g) then, pro rata and pari passu, to pay the Class B Noteholders any due and payable Class B Interest Amount on the Class B Notes and any Class B Interest Shortfall;	(g) then, to apply any remaining amounts as Available Revenue Receipts ("**Surplus Available Principal Receipts**").	(g) then, pro rata and pari passu, to pay the Class E Noteholders amounts in respect of interest and principal due and payable on the Class E Notes until the Class E Notes are redeemed in full;
	(h) then, to the Reserve Fund Ledger (Class B) in an amount up to the amount required to make the balance of the Reserve Fund Ledger (Class B) equal to the Reserve Fund Required Amount (Class B) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (h));		(h) then, pro rata and pari passu, to pay the Class F Noteholders amounts in respect of interest and principal due and payable on the Class F Notes until the Class F Notes are redeemed in full;
	(i) then, an amount sufficient to eliminate any debit on the Principal Deficiency Sub-ledger (Class B) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (i));		(i) then, pro rata and pari passu, to pay the Class X1 Noteholders amounts in respect of interest and principal due and payable on the Class X1 Notes until the Class X1 Notes are redeemed in full;
	(j) then, pro rata and pari passu, to pay the Class C Noteholders any due and payable Class C Interest		(j) then, pro rata and pari passu, to pay the Class X2 Noteholders amounts in respect of interest and principal

	Amount on the Class C Notes and any Class C Interest Shortfall;		due and payable on the Class X2 Notes until the Class X2 Notes are redeemed in full;
	(k) then, to the Reserve Fund Ledger (Class C) in an amount up to the amount required to make the balance of the Reserve Fund Ledger (Class C) equal to the Reserve Fund Required Amount (Class C) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (k));		(k) then, for the Issuer to retain as profit the Issuer Profit Amount and to pay any corporate income or corporation tax liability not otherwise able to be paid from the Issuer Profit Ledger; and
	(l) then, an amount sufficient to eliminate any debit on the Principal Deficiency Sub-ledger (Class C) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (l));		(l) then, pro rata and pari passu, to pay all remaining amounts to the Certificateholders as the Residual Certificate Payments.
	(m) then, pro rata and pari passu, to pay the Class D Noteholders any due and payable Class D Interest Amount on the Class D Notes and any Class D Interest Shortfall;		
	(n) then, to the Reserve Fund Ledger (Class D) in an amount up to the amount required to make the balance of the Reserve Fund Ledger (Class D) equal to the Reserve Fund Required Amount (Class D) (or, if there are insufficient amounts available to		

	do so, all amounts remaining for application under this item (n));		
	(o) then, an amount sufficient to eliminate any debit on the Principal Deficiency Sub-ledger (Class D) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (o));		
	(p) then, pro rata and pari passu, to pay the Class E Noteholders any due and payable Class E Interest Amount on the Class E Notes and any Class E Interest Shortfall;		
	(q) then, to the Reserve Fund Ledger (Class E) in an amount up to the amount required to make the balance of the Reserve Fund Ledger (Class E) equal to the Reserve Fund Required Amount (Class E) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (q));		
	(r) then, an amount sufficient to eliminate any debit on the Principal Deficiency Sub-ledger (Class E) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (r));		

	(s) then, pro rata and pari passu, to pay the Class F Noteholders any due and payable Class F Interest Amount on the Class F Notes and any Class F Interest Shortfall;		
	(t) then, to the Reserve Fund Ledger (Class F) in an amount up to the amount required to make the balance of the Reserve Fund Ledger (Class F) equal to the Reserve Fund Required Amount (Class F) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (t));		
	(u) then, an amount sufficient to eliminate any debit on the Principal Deficiency Sub-ledger (Class F) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (u));		
	(v) then, pro rata and pari passu, to pay the Class X1 Noteholders any due and payable Class X1 Interest Amount on the Class X1 Notes and any Class X1 Interest Shortfall;		
	(w) then, pro rata and pari passu, to pay the Class X1 Noteholders, in accordance with the respective amounts thereof, principal on the Class X1 Notes until the Class X1		

	Notes are redeemed in full;		
	(x) then, pro rata and pari passu, to pay the Class X2 Noteholders any due and payable Class X2 Interest Amount on the Class X2 Notes and any Class X2 Interest Shortfall;		
	(y) then, pro rata and pari passu, to pay the Class X2 Noteholders, in accordance with the respective amounts thereof, principal on the Class X2 Notes until the Class X2 Notes are redeemed in full;		
	(z) then, to pay any indemnity payments to any party under the Transaction Documents not otherwise payable above; and		
	(aa) then, pro rata and pari passu, to pay all remaining amounts to the Certificateholders as the Residual Certificate Payments.		
Disclosure of modifications to the Priority of Payments	Any events which trigger changes in any of the Priority of Payments and any change in any of the Priority of Payments which will materially adversely affect the repayment of the Notes and/or payments on the Residual Certificates shall be disclosed without undue delay to the extent required under Article 21(9) of the Securitisation Regulation.		
General Credit Structure	The credit structure of the transaction includes the following elements: ***Reserve Fund*** • Availability of the Reserve Fund, funded from part of the proceeds of the Class X Notes on the Closing Date, in an amount equal to: (a) £2,974,090.60 as at the Closing Date; and (b) thereafter, will be replenished up to the aggregate of the Reserve Fund Required Amount (Class A), Reserve Fund Required Amount (Class B), Reserve Fund Required Amount (Class C), Reserve Fund Required Amount (Class D), Reserve Fund Required Amount (Class E) and Reserve Fund Required Amount (Class F) in accordance with the		

	Pre-Acceleration Revenue Priority of Payments on each Interest Payment Date. Other than as described below, the Reserve Fund will be available to pay (and only to pay) the following amounts: (a) interest on the Class A Notes and senior ranking amounts referred to in items (a) to (c) (inclusive) of the Pre-Acceleration Revenue Priority of Payments, up to an amount recorded on the Reserve Fund Ledger (Class A), from the Closing Date up to (and including) the Final Class A Interest Payment Date; (b) interest on the Class B Notes and senior ranking amounts referred to in items (a) to (c) (inclusive) of the Pre-Acceleration Revenue Priority of Payments, up to the amount recorded on the Reserve Fund Ledger (Class B), from the Closing Date up to (and including) the Final Class B Interest Payment Date; (c) interest on the Class C Notes and senior ranking amounts referred to in items (a) to (c) (inclusive) of the Pre-Acceleration Revenue Priority of Payments, up to the amount recorded on the Reserve Fund Ledger (Class C), from the Closing Date up to (and including) the Final Class C Interest Payment Date; (d) interest on the Class D Notes and senior ranking amounts referred to in items (a) to (c) (inclusive) of the Pre-Acceleration Revenue Priority of Payments, up to the amount recorded on the Reserve Fund Ledger (Class D), from the Closing Date up to (and including) the Final Class D Interest Payment Date; (e) interest on the Class E Notes and senior ranking amounts referred to in items (a) to (c) (inclusive) of the Pre-Acceleration Revenue Priority of Payments, up to the amount recorded on the Reserve Fund Ledger (Class E), from the Closing Date up to (and including) the Final Class E Interest Payment Date; and (f) interest on the Class F Notes and senior ranking amounts referred to in items (a) to (c) (inclusive) of the Pre-Acceleration Revenue Priority of Payments, up to the amount recorded on the Reserve Fund Ledger (Class F), from the Closing Date up to (and including) the Final Class F Interest Payment Date. • On (1) the Final Class A Interest Payment Date, the Final Class B Interest Payment Date, the Final Class C Interest Payment Date, the Final Class D Interest Payment Date, the Final Class E Interest Payment Date and the Final Class F Interest Payment Date (unless the Clean-Up Call is exercised on such date), (2) the Legal Maturity Date and (3) the date on which the Aggregate Outstanding Principal Balance is zero, the balance standing to the credit of the Reserve Fund Ledger (Class A), the Reserve Fund Ledger (Class B), the Reserve Fund Ledger (Class C), the Reserve Fund Ledger (Class D), the Reserve Fund Ledger (Class E) and the Reserve Fund Ledger (Class F) (as applicable) shall be applied as Available

	Revenue Receipts in accordance with the Pre-Acceleration Revenue Priority of Payments. • In addition, on each Interest Payment Date on which there is a Reserve Fund Excess Amount such amount shall be debited from the Reserve Fund and applied as Available Revenue Receipts in accordance with the Pre-Acceleration Revenue Priority of Payments. On the Interest Payment Date on which the Clean-Up Call is exercised the entire Reserve Fund balance shall be applied as Available Revenue Receipts in addition to all other Available Revenue Receipts on such Interest Payment Date. ***Principal Deficiency Ledger*** • Availability of a Principal Deficiency Ledger comprising six sub-ledgers, known as the Principal Deficiency Sub-ledger (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) and Principal Deficiency Sub-ledger (Class F), which will be established to record as a debit the Outstanding Principal Balance of Defaulted Receivables and Voluntarily Terminated Receivables (determined at the point at which such Purchased Receivable became a Defaulted Receivable or Voluntarily Terminated Receivable) (the "**Gross Loss**") and as a credit the use of any Available Revenue Receipts in accordance with the Pre-Acceleration Revenue Priority of Payments. Available Revenue Receipts will be credited to the Principal Deficiency Ledger to correct any Gross Losses recorded prior to payment of any interest or principal on the Class X Notes. ***Interest rate cap*** • Availability of the interest rate cap provided by the Cap Provider to hedge against the variance between the fixed rate of interest in respect of the Purchased Receivables and the floating rate of interest in respect of the Notes where Compounded Daily SONIA exceeds the Cap Rate under the Cap Agreement. ***Subordination*** • Subordination of the more junior ranking Notes to the senior ranking Notes. • See the sections entitled "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS — Cash Management Agreement*", "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS – Cap Agreement*" and "*CONDITIONS OF THE NOTES*" in this Prospectus for further information.
Bank Accounts and Cash Management	All Collections in respect of the Purchased Receivables in the Portfolio are received in the BMF DD Collection Account in the name of the BMF DD Collection Account Holder (or, in the case of prepayments and certain other exceptional payments received from Obligors, the Seller Collection Account in the name of Blue). The Servicer is obliged to transfer Collections in respect of the Purchased Receivables in the Portfolio from either such account to the Transaction Account within 2 Business Days of applying such Collections to an Obligor's account (or, in respect of Collections received on

	or after the Cut-Off Date but prior to the Closing Date, within 5 Business Days following the Closing Date (less the Financing Costs incurred between the Cut-Off Date and the Closing Date)), or as otherwise directed by the Issuer or (following the delivery of a Note Acceleration Notice or the enforcement of the Security) the Security Trustee. In addition, the BMF DD Collection Account Holder has declared a trust over all amounts standing to the credit of the BMF DD Collection Account and Blue has declared a trust over all amounts standing to the credit of the Seller Collection Account, in each case in favour of the Issuer (in respect of any amounts received in respect of Purchased Receivables in the Portfolio), certain other beneficiaries and itself in accordance with the terms of the Servicing Agreement and the relevant Collection Account Declaration of Trust (as supplemented, in the case of the Seller Collection Account, by the Supplemental Seller Collection Account Declaration of Trust) (as to which see further the section entitled "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS – Collection Account Declarations of Trust*" in this Prospectus). On each Interest Payment Date, amounts representing Collections for the relevant Calculation Period, together with other items comprising the Available Principal Receipts and Available Revenue Receipts, shall be applied by the Cash Manager in accordance with the applicable Priority of Payments.
Overview of key Cap Agreement terms	The interest rate cap has the following key commercial terms: • Cap Notional Amount: On the Closing Date, the notional amount of the interest rate cap transaction documented by the Cap Agreement will be equal to £173,870,357. At the commencement of each relevant period in respect of the interest rate cap transaction, the notional amount will reduce in accordance with the fixed amortisation schedule appended to the interest rate cap transaction confirmation. • Cap Provider payment: The excess of Compounded Daily SONIA over the Cap Rate multiplied by the Cap Notional Amount for the relevant period multiplied by the Day Count Fraction. • Frequency of Cap Provider payment: Each Interest Payment Date. See the section entitled "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS – Cap Agreement*" for more details, including the fixed amortisation schedule used for determination of the Cap Notional Amount for each relevant period.

TRIGGERS TABLES

RATING TRIGGERS TABLE

Transaction Party	**Required Ratings/Triggers**	**Possible effects of Trigger being breached include the following**
Account Bank	(a) Short-term, unsecured, unguaranteed and unsubordinated debt obligations rated at least P-1 by Moody's and A-1 by S&P; and (b) long-term bank deposits rated at least A2 by Moody's and A by S&P, or such other rating or ratings as may be agreed by the relevant Rating Agency from time to time (or as are consistent with the then published criteria of the relevant Rating Agency) as would maintain the then current ratings of the Rated Notes.	The consequence of breach is that, within 30 calendar days of the breach, one of the following will occur: (a) the Transaction Account may be closed by, or on behalf of, the Issuer and all amounts standing to the credit thereof shall be transferred by, or on behalf of, the Issuer within 30 calendar days to accounts held with a financial institution (i) having at least the Required Ratings, (ii) which is a bank as defined in Section 991 of the Income Tax Act 2007, and (iii) being an authorised institution under FSMA, or (b) a Rating Agency Confirmation has or will be obtained by (or on behalf of) the Issuer, or the Account Bank will take such other actions as may be reasonably requested by the parties to the Bank Account Agreement (other than the Security Trustee) at the cost, and with the prior consent (not to be unreasonably withheld or delayed), of the Issuer to ensure that the rating of the Most Senior Class of Notes immediately prior to the Account Bank ceasing to have the Required Ratings is not adversely affected by the Account Bank ceasing to have the Required Ratings. If the Account Bank fails to comply with the above, the Account Bank's appointment will be terminated by the Issuer (with prior written notice to the Security Trustee) (such termination being effective on a replacement account bank being appointed by the Issuer).
Cap Provider	An Eligible Cap Provider is any entity:	If the Cap Provider ceases to be an Eligible Cap Provider, the Cap

Transaction Party	**Required Ratings/Triggers**	**Possible effects of Trigger being breached include the following**
	(a) (i) having a rating of not less than the counterparty ratings for the S&P Collateral Framework Option then in effect pursuant to the Cap Agreement; (ii) having the Initial S&P Required Rating or the Subsequent S&P Required Rating and which posts collateral in the amount and manner set forth in the Cap Agreement or (iii) having obtained a guarantee from a party having the minimum required counterparty ratings for the S&P Collateral Framework Option then in effect; and (b) having from Moody's (i) a counterparty risk assessment of "A3(cr)" or above or, if not available, a long-term, unsecured, unsubordinated debt rating of "A3" or above or (ii) a counterparty risk assessment of "Baa1(cr)" or above or, if not available, a long-term, unsecured, unsubordinated debt rating of "Baa1", unless (A) where the Cap Provider does not meet the rating set out in (i), it either posts collateral in the amount and manner set forth in the Cap Agreement or obtains a guarantee from a person having the ratings set forth in (i) or (ii) above or (B) where the Cap Provider does not meet the rating set out in (ii) but wishes to post collateral in the amount and manner set forth in the Cap Agreement, it also obtains a guarantee from a person having the ratings set forth in (ii) above.	Provider shall take action in accordance with the Cap Agreement, including posting eligible collateral into the interest-bearing Cap Collateral Account in accordance with the provisions of the Cap Agreement. Failure of the Cap Provider to maintain its credit rating at certain levels required by the Cap Agreement, which failure may not constitute a termination event if (in the time set forth in the Cap Agreement) the Cap Provider: (a) posts an amount of collateral as calculated in accordance with the credit support annex to the Cap Agreement; or (b) obtains a guarantee from an institution with an acceptable rating; or (c) transfers its rights and obligations under the Cap Agreement to a successor Cap Provider which is an Eligible Cap Provider; or (d) take such other action in order to maintain the then current rating of the Notes, or to restore the ratings of the Rated Notes to the levels they would have been at immediately prior to such downgrade. Failure by the Cap Provider to take the required remedial action in the time required will give rise to a termination event which will give the Issuer the right to terminate the Cap Agreement. The Cap Provider may transfer its rights and obligations under the Cap Agreement to a third party which is an Eligible Cap Provider, subject to certain conditions specified in the Cap

Transaction Party	**Required Ratings/Triggers**	**Possible effects of Trigger being breached include the following**
		Agreement.

NON-RATING TRIGGERS TABLE

Nature of Trigger	**Description of Trigger**	**Consequence of Trigger**
Servicer Termination Event	The occurrence of any of the following events: (a) an Insolvency Event occurs in respect of the Servicer; (b) 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 7 Business Days after written notice of the same has been received by the Servicer or discovery of such failure by the Servicer; (c) the Servicer (i) fails to observe or perform in any 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 (other than as referred to in paragraph (b) above and paragraph (ii) of this paragraph (c)) 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 60 calendar 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 (ii) fails to maintain its authorisations and permissions under the FSMA or any other	Termination of the appointment of the Servicer and either: (a) invocation of the Standby Servicer; or (b) if there is no Standby Servicer or the Standby Servicer is unable to assume responsibility for the administration of the Purchased Receivables, use of reasonable endeavours by the Issuer to appoint a replacement Servicer.

Nature of Trigger	**Description of Trigger**	**Consequence of Trigger**
	regulatory licence or approval required under the terms of the Servicing Agreement and such failure continues unremedied for a period of 60 calendar 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 (d) any of the representations or warranties given by the Servicer pursuant to the Servicing Agreement or any other Transaction Document to which it is a party or in any report provided by the Seller or the Servicer prove to be untrue, incomplete or inaccurate and such default results in a Material Adverse Effect on the Purchased Receivables and (if capable of remedy) continues unremedied for a period of 60 calendar 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.	
Perfection Event	Following the occurrence of any of the following events the Issuer may request the Servicer to notify the obligors in respect of the assignment of the Purchased Receivables to the Issuer: (a) the Seller being required to perfect the Issuer's legal title to the Purchased Receivables (or procure the perfection of the Issuer's legal title to the Purchased Receivables) by an order of a court of competent jurisdiction or by any regulatory authority with	The Servicer shall deliver a Perfection Event Notice promptly upon request by the Issuer or (following service of a Note Acceleration Notice) the Security Trustee, and in any event within 3 Business Days from the occurrence of a Perfection Event. Should the Servicer fail to notify the Obligors within 3 Business Days, the Issuer (or an agent appointed on its behalf and subject to Data Protection Laws) shall promptly notify the relevant Obligors within 5

Nature of Trigger	**Description of Trigger**	**Consequence of Trigger**
	which the Seller is required to comply or any organisation with whose instructions it is customary for the Seller to comply; (b) it becoming necessary by law to perfect the Issuer's legal title to the Purchased Receivables (or procure the perfection of the Issuer's legal title to the Purchased Receivables); (c) unless otherwise agreed by the Security Trustee, the occurrence of a Servicer Termination Event; (d) the Seller calling for perfection by serving notice in writing to that effect on the Issuer, the Note Trustee and the Security Trustee; (e) the Seller is in breach of any of its obligations under the Receivables Sale and Purchase Agreement, provided that there shall be no Perfection Event hereunder if (1) the breach (if capable of remedy) has been remedied within 90 calendar days, or (2) (x) the breach (if capable of remedy) has not been remedied within 90 calendar days; and (y) the relevant Rating Agency has confirmed that the then current ratings of the Class A Notes will not be withdrawn, downgraded or qualified as a result of such breach, provided further that: (A) the Perfection Event in this provision (e) shall not apply if the Seller has delivered a certificate to	Business Days.

Nature of Trigger	**Description of Trigger**	**Consequence of Trigger**
	the Security 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 Perfection Event (e) shall be subject to such amendment as the Seller may require, so long as the Seller delivers a certificate to the Security 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; and (f) the occurrence of an Insolvency Event in respect of the Seller.	
Event of Default	The occurrence of any of the following events: (a) a default occurs in the payment of interest on any Interest Payment Date in respect of the Most Senior Class of Notes or, following redemption in full of the Notes, any Residual Certificate Payment due in respect of the Residual Certificates (and such default is not remedied within 14 Business Days of its occurrence); (b) the Issuer defaults in the payment of principal on the Most Senior Class of Notes when due, and such default continues for	If an Event of Default has occurred and is continuing, the Note Trustee at its absolute discretion may, and, if so directed by the (i) holders of at least 25% in aggregate Outstanding Note Principal Amount of the Most Senior Class of Notes or if so directed by an Extraordinary Resolution of the Most Senior Class of Notes at the relevant date; or (ii) following redemption in full of the Notes, holders of at least 25% in number of the Residual Certificates then in issue or if so directed by an Extraordinary Resolution of the Certificateholders (subject, in each case, to the Note Trustee being indemnified and/or secured and/or prefunded to its satisfaction), will give a Note Acceleration Notice to the Issuer, the Security Trustee,

Nature of Trigger	**Description of Trigger**	**Consequence of Trigger**
	a period of 7 Business Days; (c) the Issuer fails to perform or observe any of its other material obligations under the Conditions, the Residual Certificates or the Transaction Documents and such failure continues for a period of 30 calendar days following written notice from the Note Trustee or any other Secured Creditors; (d) an Insolvency Event occurs in respect of the Issuer; or (e) the Deed of Charge (or any security interest purported to be created thereunder) shall, for any reason, cease to be in full force and effect or be declared to be null and void, or the validity or enforceability thereof shall be contested by the Issuer or the Issuer shall deny that it has any or further liability or obligation under the Deed of Charge (or with respect thereto).	the Account Bank, the Cash Manager and the Paying Agent declaring the Notes and any Residual Certificate Payments pursuant to the Residual Certificates due and payable and each Note will accordingly become immediately due and payable, without further action or formality, at its Outstanding Note Principal Amount together with accrued interest (in the case of the Notes). Following the delivery of a Note Acceleration Notice, the Notes will be automatically declared to be immediately due and payable and the Security Trustee shall, subject to being indemnified and/or secured and/or prefunded to its satisfaction, have the right to enforce the Security.
Cash Manager Termination Events	The occurrence of any of the following in relation to the Cash Manager: (a) the Cash Manager fails to instruct a deposit or payment, when such instruction is required to be made by it under the Cash Management Agreement and such failure remains unremedied for three Business Days (where capable of remedy) following the Cash	Following the occurrence of a Cash Manager Termination Event the Issuer may terminate the appointment of the Cash Manager under the Cash Management Agreement. Further, at any time the Cash Manager may also resign its appointment on no less than 90 days' written notice to, among others, the Issuer and the Security Trustee and the Note Trustee with a copy being sent to the Rating Agencies, provided that such resignation

Nature of Trigger	**Description of Trigger**	**Consequence of Trigger**
	Manager having actual knowledge of, or being notified in writing of, such failure; or (b) a default is made by the Cash Manager in the performance or observance of any of its other covenants and obligations under the Cash Management Agreement, which in the opinion of the Security Trustee is materially prejudicial to the interests of the Secured Creditors and, where capable of remedy, such default continues unremedied for a period of 30 Business Days after the earlier of the Cash Manager having actual knowledge of such default and receipt by the Cash Manager of written notice from the Issuer or the Security Trustee, as applicable, requiring the same to be remedied; or (c) it is or will become unlawful for the Cash Manager to perform or comply with any of its obligations under the Cash Management Agreement; or (d) an Insolvency Event occurs in respect of the Cash Manager.	shall not take effect until a Replacement Cash Manager which has been approved by the Servicer and consented to by the Security Trustee has been appointed in its place. If the Cash Manager's appointment is terminated, the Issuer shall identify a suitable entity to act as a Replacement Cash Manager.

LEGAL AND REGULATORY CONSIDERATIONS

European Market Infrastructure Regulation (EMIR), Markets in Financial Instruments Directive (MiFID) and Securities Financing Transactions Regulation (SFTR)

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, including by Regulation (EU) 2019/834 of the European Parliament and of the Council dated 20 May 2019 ("**EMIR REFIT**"), "**EMIR**") came into force on 16 August 2012. Much of the detail in respect of the obligations under EMIR is specified further in Regulatory Technical Standards ("**RTS**") and Implementing Technical Standards ("**ITS**"), which have come into effect since August 2012 on a rolling basis (together, the "**Adopted Technical Standards**").

EMIR introduces certain requirements in respect of OTC derivative contracts such as the mandatory clearing of certain standardised OTC derivative contracts designated by ESMA (the "**Clearing Obligation**") through an authorised central counterparty (a "**CCP**"), the reporting of all derivative contracts to a trade repository (the "**Reporting Obligation**") and certain risk mitigation requirements (including the requirement to post initial and variation margin in relation to OTC derivative contracts that are not centrally cleared).

The extent to which the Clearing Obligation, Reporting Obligation and risk mitigation requirements apply to counterparties to derivatives trades depends on whether the counterparty is a financial counterparty ("**FC**") or a non-financial counterparty ("**NFC**"). The Clearing Obligation, Reporting Obligation and the risk mitigation requirements apply to all FCs. However, in respect of FCs, following the entry into force of EMIR REFIT, the application of the requirements is determined by reference to whether the FC's trading volume exceeds certain specified thresholds (calculated on the basis of the aggregate month-end average position for the previous 12 months). If an FC exceeds an applicable clearing threshold, it will be subject to the Clearing Obligation in respect of all asset classes. An FC whose trading is below the relevant thresholds will be classed as a small FC and will not be subject to the Clearing Obligation. In respect of NFCs, the application of the requirements is determined by reference to whether the NFC's trading volume (calculated on the basis of the aggregate month-end average position for the previous 12 months) exceeds certain specified thresholds. NFCs whose trading exceeds the specified thresholds ("**NFC+**") are subject to the Clearing Obligation in respect of the asset class(es) in which the NFC has exceeded the specified thresholds and to more of the risk mitigation requirements. NFCs whose trading is below the specified thresholds (**"NFC-"**) are not subject to the Clearing Obligation and are subject to fewer of the risk mitigation techniques. Both NFC+ and NFC- are subject to the Reporting Obligation.

On the basis of the Adopted Technical Standards, which set out the clearing thresholds, and EMIR REFIT, which specifically excludes securitisation special purpose entities from its scope, the Issuer should be treated as an NFC- for the purposes of EMIR. Consequently, the Issuer should not be subject to the Clearing Obligation but will be subject to, as well as the Reporting Obligations, certain risk mitigation obligations. In addition, because the Reporting Obligations apply to the entry into, modification or termination of all derivative contracts by FCs and NFCs (including the Issuer), it will therefore apply to the Cap Agreement and any replacement cap agreement. The Issuer's Reporting Obligations should cover the details of all derivative contracts (including details of any collateral posted) that are required to be reported to a registered or recognised trade repository. EMIR REFIT has recently introduced mandatory delegated reporting for FCs on behalf of NFC-s with whom they enter into OTC derivative contracts. This requirement came into effect on 18 June 2020.

If the Issuer's counterparty status changes because it exceeds a clearing threshold, the Issuer may become subject to greater obligations under EMIR, including the Clearing Obligation. For the purposes of satisfying the Clearing Obligation, EMIR requires derivative counterparties to become clearing members of a CCP, a client of a clearing member or to otherwise establish indirect clearing arrangements with a clearing member. Each derivative counterparty will be required to post both initial and variation margin to the clearing member (which in turn will itself be required to post margin to the CCP). EMIR requires CCPs to only accept highly liquid collateral with minimal credit and market risk, which is defined in the Adopted Technical Standards to include cash in certain currencies, gold and highly rated government bonds.

FCs and NFCs that enter into non-cleared derivative contracts must ensure that appropriate procedures and arrangements are in place to measure, monitor and mitigate operational and counterparty credit risk. Such procedures and arrangements include, amongst other things, the timely confirmation of the terms of a derivative contract and formalised processes to reconcile trade portfolios, identify and resolve disputes and monitor the value of outstanding contracts. In addition, FCs and NFCs that exceed the specified clearing thresholds must also mark-to-market the value of their outstanding derivative contracts on a daily basis and have risk-management procedures that require the timely, accurate and appropriately segregated exchange of collateral.

The EU regulatory framework relating to derivatives is set not only by EMIR but also by the directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (as amended) (together known as "**MiFID II**") and Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 ("**MiFIR**" together with MiFiD II "**MiFiD II** / **MiFIR**"), which were published in the EU Official Journal on 12 June 2014 and entered into force on 2 July 2014. MiFiD II / MiFIR applied from 3 January 2018. MiFIR, as a Level 1 regulation, requires secondary rules for full implementation of all elements. Much of the detail in respect of the obligations under MiFIR is specified further in the Adopted Technical Standards.

Amongst other requirements, MiFIR requires certain sufficiently liquid and standardised derivatives traded on a trading venue that have been declared subject to the Clearing Obligation to be traded on a regulated market, multi-lateral trading facility, organised trading facility or a third country trading venue granted equivalence status by the European Commission (the "**Trading Obligation**"). On the basis that it is unlikely that the cap transaction will be sufficiently standardised and liquid, it should not be subject to the Trading Obligation.

The European Parliament and Council have adopted Regulation (EU) No 2015/2365 of 25 November 2015 which was published in the Official Journal of the European Union on 23 December 2015 and took effect as of 12 January 2016 known as the Securities Financing Transactions Regulation ("**SFTR**"). The SFTR introduces certain requirements applying to financial counterparties ("**SFTR FCPs**"), such as investment firms, credit institutions and insurance companies and certain non-financial counterparties ("**SFTR Non-FCPs**") which enter into Securities Financing Transactions. Such requirements include, amongst other things, the reporting of each Securities Financing Transaction that has been concluded between in-scope SFTR FCPs and SFTR Non-FCPs, together with any modification or termination of a Securities Financing Transaction, to a trade repository (the "**SFTR Reporting Obligation**"). The definition of Securities Financing Transaction includes a repurchase transaction, securities or commodities lending transaction, a buy-sell back transaction and a margin lending transaction and could potentially include the credit support arrangements. The requirements also include an obligation to disclose certain information before counterparties (including SFTR FCPs and SFTR Non-FCPs) can reuse financial instruments (but not cash) received as collateral from 13 July 2016 (the "**Collateral Reuse Notification Obligation**"). The Collateral Reuse Notification Obligation

applies to all "security financial collateral arrangements" and to "title transfer collateral arrangements" as defined under the Financial Collateral Directive 2002/47/EC.

Prospective investors should be aware that the regulatory changes arising from EMIR and MiFID II / MiFIR and/or from SFTR or further changes to the same may in due course significantly raise the costs of entering into derivative contracts and may adversely affect the Issuer's ability to engage in transactions in OTC derivatives. As a result of such increased costs or increased regulatory requirements, investors may receive less interest or return, as the case may be. Investors should be aware, however, that such risks are material and that the Issuer could be materially and adversely affected thereby. As such, investors should consult their own independent advisers and make their own assessment about the potential risks posed by EMIR, any related Adopted Technical Standards and MIFID II /MiFIR, in making any investment decision in respect of the Notes.

Notwithstanding the qualifications on application described above, the position of the Cap Agreement under the Clearing Obligation is not entirely clear and may be affected by further measures to be made, regulatory guidance and/or by any inability to rely on an exemption for any reason. In this regard, we note that the European authorities recently adopted a new securitisation framework (see the section "*Securitisation Regulation and the CRR Amending Regulation*" below) which applied from the start of 2019 and which includes, amongst other matters, amendments to EMIR.

Basel Capital Accord and regulatory capital requirements

The regulatory capital framework published by the Basel Committee on Banking Supervision (the "**Basel Committee**") in 2006 ("**The Basel II framework**") has not been fully implemented in all participating countries. The implementation of the framework in relevant jurisdictions may affect the risk-weighting of the Notes for investors who are or may become subject to capital adequacy requirements that follow the framework.

The Basel Committee has subsequently approved significant changes and extensions to the Basel II framework (such changes and extensions being commonly referred to as "**Basel III**"), including new capital and liquidity requirements intended to reinforce capital standards and to establish minimum liquidity standards for credit institutions. In particular, the changes refer to, amongst other things, new requirements for the capital base (including an increase in the minimum Tier 1 capital requirement), measures to strengthen the capital requirements for counterparty credit exposures arising from certain transactions and the introduction of a leverage ratio as well as short-term and longer-term standards for funding liquidity (the latter being referred to as the "**Liquidity Coverage Ratio**" and the "**Net Stable Funding Ratio**", respectively). The European authorities have now incorporated the Basel III framework into EU law, primarily through 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 Directives 2006/48/EC and 2006/49/EC (Capital Requirements Directive – "**CRD**") and the CRR known as the "CRD IV-Package" which generally entered into force in the EU 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. At the end of the Brexit implementation period the CRR will be incorporated into UK domestic law through the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020), under which directly effective EU law will form part of UK law at the end of the Brexit implementation period. Under the Capital Requirements (Amendment) (EU Exit) Regulations 2018 and the Capital Requirements (Amendment) (EU Exit) Regulations 2019, amendments will be made to the on-shored CRR to

account for the updated legal position as regards the UK and the EU following Brexit but no policy changes are currently intended.

On 23 November 2016, the Commission proposed a new Regulation amending the CRR (CRR II) and a new Directive amending the CRD (CRD V) (together, the "**Banking Package**") which, *inter alia*, simplified the Net Stable Funding Ratio. The Banking Package entered into force on 27 June 2019, although it should be noted that the various provisions of the Banking Package (referred to below) will enter into application in stages between June 2019 and 2023. It includes, *inter alia*, the following key measures of the package: a leverage ratio requirement for all institutions as well as a leverage ratio buffer for all global systemically important institutions; a net stable funding requirement and revised rules on capital requirements for counterparty credit risk and for exposures to central counterparties. The changes under the Banking Package 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. As elements of the Banking Package will not apply before the end of the implementation period, HM Treasury has indicated that it intends to transpose CRD V into UK legislation and regulation by 28 December 2020 and take powers to enable the implementation of updated prudential rules for banks in the UK included in CRR II. It is possible that the UK will diverge from the EU approach taken to the Banking Package after the end of the implementation period.

On 26 June 2020, Regulation (EU) 2020/873 of the European Parliament and of the Council of 24 June 2020 amending Regulations (EU) No 575/2013 and (EU) 2019/876 as regards certain adjustments in response to the COVID-19 pandemic was published in the Official Journal of the European Union and subsequently applied from 27 June 2020, with the exception of amendments to the calculation of the leverage ratio which will apply from 28 June 2021. This regulation makes targeted amendments to the CRR for purpose of allowing banks a degree of flexibility in their response to COVID-19.

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 with regard to liquidity coverage requirement for Credit Institutions to supplement Regulation (EU) No 575/2013 of the European Parliament and the Council (the "**LCR Regulation**") was published in the Official Journal of the European Union; this subsequently entered into force on 1 October 2015. The LCR Regulation sets out assumed asset inflow and outflow rates to better reflect actual experience in times of stress. Further, it sets out the EU application of the Liquidity Coverage Ratio, and defines specific criteria for assets to qualify as "high quality liquid assets", the market value of which shall be used by credit institutions for the purposes of calculating their relevant Liquidity Coverage Ratio. The criteria for high quality liquid assets are not entirely consistent with recent market standards and, although in the UK the PRA has provided some guidance as to its expectations for firms managing liquidity and funding risks, the lack of EU-level guidance on the interpretation of the LCR Regulation, no assurance can be given as to whether the Notes qualify as high quality liquid assets in each participating 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 and was applied directly from 30 April 2020. The Delegated Regulation provides for (i) alignment of the calculation of the expected liquidity outflows and inflows on repurchase agreements, reverse repurchase agreements and collateral swaps with the international liquidity standard developed by the Basel Committee; (ii) an amended treatment of certain reserves held with third-country central banks and (iii) qualification of transactions exposures of securitisations, which qualify as simple, transparent and standardised securitisations in accordance with the Securitisation Regulation, as Level 2B high

quality liquid assets, if they additionally fulfil the conditions laid down in Article 13 of the LCR Regulation.

On 5 December 2019 Directive (EU) 2019/2034 of the European Parliament and of the Council of 27 November 2019 on the prudential supervision of investment firms and amending Directives 2002/87/EC, 2009/65/EC, 2011/61/EU, 2013/36/EU, 2014/59/EU and 2014/65/EU (the Investment Firms Directive – "**IFD**") and Regulation (EU) 2019/2033 of the European Parliament and of the Council of 27 November 2019 on the prudential requirements of investment firms and amending Regulations (EU) No 1093/2010, (EU) No 575/2013, (EU) No 600/2014 and (EU) No 806/2014 (the Investment Firms Regulation – "**IFR**") were published in the Official Journal of the European Union. IFD and IFR establish a revised framework for prudential requirements for EU investment firms, and this framework will, for some EU investment firms, replace the existing prudential requirements for investment firms set out in the CRD-IV Package and will change their capital requirements. The IFR will apply, and Member states are expected to implement IFD. from 26 June 2021. This falls outside the Brexit implementation period, and IFR and IFD will not automatically apply in the UK. HM Treasury has indicated that it instead intends to establish a new prudential regime for investment firms, and the Financial Conduct Authority has launched a discussion paper on such a UK regime.

It should also be noted that other types of investor, in addition to banks, may be subject to regulatory rules that impose requirements in respect of an investment the Notes, and those rules may be derived from a framework other than Basel III. Which rules apply will depend on the jurisdiction in which an investor operates and the type of activities for which it is regulated. For example, insurance companies incorporated in the European Economic Area are subject to the Solvency II regulatory framework. Investors should consider the requirements imposed by any such regulatory rules as part of their assessment of whether to invest in the Notes.

In general, investors should consult their own advisers as to the regulatory capital requirements in respect of the Notes and as to the consequences to and effect on them of any changes to the Basel II framework (including the Basel III changes described above) and by the CRD IV Package and Banking Package in particular and the relevant implementing measures. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

Securitisation Regulation and the CRR Amending Regulation

The Securitisation Regulation applies in general (subject to certain grandfathering) from 1 January 2019, although some legislative measures necessary for the full implementation of the new regime have not yet been finalised and compliance with certain requirements is subject to the application of transitional provisions. Please refer to the section entitled "*RISK FACTORS – General Legal Considerations – Securitisation Regulation and the CRR Amending Regulation*" for further details.

Transparency requirements

The originator, sponsor and securitisation special purpose entity of a securitisation are required to designate one of them as the "**reporting entity**" to fulfil the Securitisation Regulation's reporting requirements in Article 7. Pursuant to the Cash Management Agreement, Blue and the Issuer have designated the Issuer as the reporting entity for the purposes of the Transaction. The Issuer has appointed the Servicer to perform all of the Issuer's obligations under Article 7 of the Securitisation Regulation. The Seller, as the originator, is responsible for compliance with Article 7 of the Securitisation Regulation pursuant to Article 22(5) of the Securitisation Regulation.

Under Articles 7 and 22 of the Securitisation Regulation, certain Transaction Documents and the Prospectus are required to be made available to investors before pricing. It is not possible to make final documentation available before pricing and so Blue as Servicer (acting on behalf of the Seller), has made draft documentation available in substantially final form (which may be subject to change following pricing) by way of the Reporting Website, being a website which

conforms to the requirements set out in Article 7(2) of the Securitisation Regulation. Such Transaction Documents in final form will be available on and after the Closing Date. This website and its contents do not form part of this Prospectus.

Article 7 and Article 22 of the Securitisation Regulation also include ongoing reporting obligations to holders of a securitisation position, to the relevant competent authorities and, upon request, to potential investors which include quarterly portfolio level disclosure, quarterly investor reports, any inside information relating to the securitisation that the reporting entity is obliged to make public under the Market Abuse Regulation (Regulation (EU) No 596/2014) and, where applicable, information on "significant events". The loan reports and the investor reports are to be made available simultaneously on a quarterly basis and at the latest one month after each Interest Payment Date. Disclosures relating to any inside information or significant events are required to be made available "without delay".

The Securitisation Regulation came into force on 1 January 2019 and the disclosure regulatory technical standards (the "**Disclosure RTS**") were adopted and published by the European Commission on 16 October 2019 but remain subject to a three month non-objection period from the European Parliament and the Council of Ministers following which the Disclosure RTS will enter into force on the 20th day following its publication in the Official Journal of the European Union. On 20 December 2019, ESMA published updated versions of its reporting instructions and disclosure templates to reflect the final Disclosure RTS.

Once the Disclosure RTS applies, the Issuer (as the reporting entity) will be required to procure that publication of the SR Servicer Data Tape and SR Investor Reports is simultaneous and in accordance with the requirements of Article 7(1)(a) and (e) of the Securitisation Regulation and the Disclosure RTS.

Any failure by the Issuer, as the reporting entity, or by Blue (to the extent either of them is required to provide the relevant information) to fulfil the transparency requirements applicable to them or covenants relating thereto may cause the transaction to be non-compliant with the Securitisation Regulation.

Simple, transparent and standardised securitisation

Although the Transaction has been structured to comply with the requirements for simple, transparent and standardised securitisations transactions as set out in Articles 20, 21 and 22 of the Securitisation Regulation and is expected to be assessed as such by PCS on the Closing Date, no guarantee can be given that it maintains this status throughout its lifetime. Please refer to the section entitled *"RISK FACTORS – General Legal Considerations - Simple, transparent and standardised securitisation"* for further details.

Consumer Credit Act 1974

The regulatory framework for consumer credit activities in the UK consists of FSMA and its secondary legislation, including the Financial Services and Markets Act (Regulated Activities) Order 2001 (the "**RAO**"), retained provisions in the CCA, and rules and guidance in the FCA Handbook, including the Consumer Credit sourcebook. Article 60B of the RAO defines a regulated credit agreement as an agreement between an individual (which includes certain small partnerships and certain unincorporated associations) ("**A**") and any other person ("**B**") under which B provides A with credit of any amount and which is not an exempt agreement under articles 60C to 60HA of the RAO.

The application of the CCA to the HP Agreements which are all regulated by the CCA will have several consequences including the following:

(a) Authorisation and Origination

Blue 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 and the credit agreement was made on or after 6 April 2007, then it is unenforceable against the Obligor: (a) without an order of the FCA or the court (depending on the facts), if Blue or any credit broker (such as a Dealer) 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 Obligor and any culpability by the lender.

(b) Right to Withdraw

The Obligor has a right to withdraw from the credit agreement (subject to certain exceptions). The Obligor 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 Obligor receives notice that the agreement has been executed in accordance with sections 66A(3)(c) and 61A(3) of the CCA). If the Obligor withdraws, then: (a) the Obligor is liable to repay to Blue any credit provided and the interest accrued on it; and (b) the Obligor is not liable to pay Blue any compensation, fees or charges except any non-returnable charges paid by Blue to a public administrative body.

(c) Variation and Provision of Information

Blue or any successor Servicer (as applicable) must comply with specific requirements regarding variation of the relevant credit agreement and the provision of certain information in relation to the relevant credit agreement. Failure to comply with such requirements could result in the credit agreement being unenforceable against the Obligor in certain circumstances.

(d) Voluntary Terminations

At any time before the last payment falls due in respect of the relevant HP Agreement, the Obligor may terminate the agreement by giving notice, where they wish to return the Vehicle. Obligors do not have to state a reason for exercising their rights. Generally Obligors may take advantage of the right of voluntary termination when they are in financial difficulty, or when the residual value of the vehicle on part-exchange is less than the amount that would be payable on early settlement. On and upon notification the Obligor must return the Vehicle, at their own expense, to an address as reasonably required by Blue, together with everything supplied with the Vehicle.

In such a case Blue is entitled to:

(i) all arrears of payments due and damages incurred for any other breach of the HP Agreement by the Obligor prior to such termination;

(ii) the amount (if any) required to bring the sum of all payments made and to be made by the Obligor for the goods up to one-half of the total amount payable for the goods (including any deposit);

(iii) possession of the relevant Vehicle subject to the HP Agreement being terminated; and

(iv) any other sums due but unpaid by the Obligor under the HP Agreement.

Following the Voluntary Termination of an HP Agreement, Blue will take possession of the relevant Vehicle and will sell such Vehicle in accordance with the Credit and Collection Procedures. The proceeds from the sale of the Vehicle do not change the amounts owed by the Obligor under paragraphs (i) and (ii) above. Blue will apply any proceeds from the sale of the Vehicle (net of the sale costs) to reduce the difference between the Obligor's liability under paragraphs (i) and (ii) above and the total amount payable under the HP Agreement. Any shortfall thereafter will be written off (and any surplus will be for the benefit of Blue).

(e) Early Settlement of HP Agreements

Each Obligor is entitled to terminate the credit agreement, and to keep the goods financed by the credit agreement, by giving notice and paying Blue the amount payable on early settlement. The amount payable by the Obligor on early settlement of the credit agreement (whether on such termination by the Obligor, or on termination by Blue for repudiatory breach by the Obligor (see sub-paragraph (f) below), or otherwise) is restricted under the CCA. Further, the Consumer Credit (Early Settlement) Regulations 2004 (the "**Early Settlement Regulations**") provide for an Obligor to be entitled to a rebate from Blue in certain circumstances on early settlement. Obligors may also make partial early repayments at any time, subject to taking certain steps outlined in section 94 of the CCA. The provisions in relation to partial early settlement are largely the same as for full early settlement.

(f) Termination of HP Agreements

Blue has the right to terminate the HP Agreement in the event of an unremedied material breach of the agreement by the Obligor. In such case Blue is entitled to repossess the Vehicle and recover either:

(i) all arrears of payments due and damages incurred for any breach of the HP Agreement by the Obligor prior to such termination;

(ii) all Blue's expenses of recovering or trying to recover the Vehicle, storing it and tracing the Obligor and any shortfall relating to the sale or other disposal of the Vehicle (including all expenses of sale); and

(iii) any other sums due but unpaid by the Obligor under the HP Agreement less a rebate calculated pursuant to the provisions of the Early Settlement Regulations (see sub-paragraph (d) above); or

(iv) such lesser amount as a court considers will compensate Blue for its loss.

However, where the Obligor has paid at least one-third of the total amount payable, the Vehicle becomes "protected" under the CCA with the consequences described in "*Protected Goods*" below.

Court decisions have conflicted on whether the amount payable by the obligors on termination by the lender (for example, for repudiatory breach by the Obligor) is restricted to the amount calculated by the one-half formula for termination by the Obligor. The HP Agreements provide that the amount payable by the Obligor on termination by Blue is the outstanding balance of the total amount payable under the HP Agreement less any statutory rebate for early settlement, and (unless Blue elects to transfer ownership of the Vehicle to the Obligor under certain HP Agreements) less any net proceeds of sale of the Vehicle.

(g) Power to grant relief

The court has power to give relief to the Obligor. For example, the court may: (a) make a time order, giving the Obligor 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; and (c) amend the credit agreement in consequence of a term of an order made by the court under the CCA.

(h) Bona fide purchaser

A disposition of the Vehicle by the Obligor to a bona fide private purchaser without notice of the HP Agreement will transfer to the purchaser Blue's title to the Vehicle.

(i) "Unfair relationship"

The court has power under section 140A of the CCA to determine that the relationship between a lender and a customer 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 lender, or any assignee such as the Issuer, to repay any sum paid by the Obligor. In deciding whether to make the determination, the courts are able to consider a wider range of circumstances surrounding the transaction, including the lender's conduct before and after making the agreement. There is no statutory definition of "unfair" as the intention is for the test to be flexible and subject to judicial discretion. The Supreme Court has given general guidance in respect of unfair relationships in Plevin v Paragon Personal Finance Ltd [2014] 1 WLR 4222. Whilst the court acknowledged that it is not possible to state a precise or universal test for an unfair relationship, which must depend on the court's judgment of all the relevant facts, the court did give the guidance on the nature of the test which should be applied. The Supreme Court acknowledged that what must be unfair is the relationship between the customer and the lender. Although the court is concerned with hardship to the customer, there may be features which operate harshly against the customer but it does not necessarily follow that the relationship is unfair because the features in question may be required in order to protect a legitimate interest of the lender. The FCA principles are also relevant and apply to the way contract terms are used in practice and not just the way they are drafted. Once an obligor alleges that an unfair relationship exists, the burden of proof is on the lender to prove the contrary.

(j) Financial Ombudsman Service

The Financial Ombudsman Service is an out-of-court dispute resolution scheme with jurisdiction to determine complaints against authorised persons under the FSMA relating to conduct in the course of specified regulated activities including in relation to consumer credit.

Under FSMA, the Financial Ombudsman Service is required to make decisions on, among others, complaints relating to the terms in agreements on the basis of what, in the Ombudsman's opinion, would be fair and reasonable in all the circumstances of the case, taking into account, among others, law and guidance. Complaints brought before the Financial Ombudsman Service for consideration must be decided on a case-by-case basis, with reference to the particular facts of any individual case. Each case would first be adjudicated by an adjudicator. Either party to the case may appeal against the adjudication. In the event of an appeal, the case proceeds to a final decision by the Ombudsman. The Financial Ombudsman Service may order a money award to an Obligor, which may adversely affect the value at which the HP Agreements in the Purchased Receivables could be realised and accordingly the ability of the Issuer to meet its obligations under the Notes. In addition, it is not possible to predict how any future decision of the Financial Ombudsman Service would affect the Issuer's ability to make payments in full when due on the Notes. The jurisdiction of the Financial Ombudsman Service has applied since 6 April 2007.

(k) Private rights of action under the FSMA

An Obligor 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 CONC, which transposes certain requirements previously made under

the CCA and in the Office of Fair Training (the "**OFT**") guidance. The Obligor may set off the amount of the claim for contravention of CONC against the amount owing under the HP Agreement or any other credit agreement they have taken with the authorised person (or exercise analogous rights in Scotland).

(l) Enforcement action by the FCA

The FCA has a broad range of enforcement powers under the FSMA which it can take against authorised firms where the firm breaches a requirement of the FSMA. These powers include the ability to order restitution under Section 382 of FSMA and to implement consumer redress schemes under Section 404 of FSMA.

(m) Servicing Requirements

Blue has to comply with certain post-contractual information requirements under the CCA. Failure to comply with these requirements can have a significant impact. For example: (a) the credit agreement is unenforceable against the customer for any period when the lender fails to comply with requirements as to periodic statements, arrears notices or default notices (although any such unenforceability may be cured prospectively by the lender complying with requirements as to periodic statements, arrears notices and default notices); (b) 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 (c) interest on default fees is restricted to nil until the 29th day after the day on which a 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).

(n) Interpretation of technical rules

Blue 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 HP Agreement may be unenforceable, as described above. 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. 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. To mitigate the risks associated with this approach, lenders currently rely on the decision in McGuffick v Royal Bank of Scotland [2010] 1 All ER 634, in which the High Court ruled that, in relation to agreements which were unenforceable by reason of failures to provide copies under sections 77 and 78 of the CCA, steps which fell short of obtaining a court judgment against the obligor were not "enforcement" within the meaning of the CCA.

Liability for misrepresentations and breach of contract – HP Agreements

The lender is liable to the customer for pre-contractual statements to the Obligor 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 before forming the subject-matter of the HP Agreement. This liability arises in relation to the Vehicle, and applies for example, to the Dealer's promise to the Obligor on the quality or fitness of the Vehicle, and can extend, for example, to the Dealer's promise to apply a part-exchange allowance to discharge an existing credit agreement. If any such pre-contractual statement is a misrepresentation or implied condition in the regulated consumer credit contract, then the Obligor is entitled to, amongst other things, rescind the contract and return the goods, and to treat the contract as repudiated by Blue and accept such repudiation by notice, and is not liable to make any further payments, and may claim repayment of the amounts paid by the Obligor under the contract and damages such as the cost of hiring an alternative vehicle. The Obligor may set-off the amount of any such money claim against the amount owing by the Obligor under the credit agreement or any other credit agreement he has taken with Blue (or exercise

analogous rights in Scotland). In such events Blue would normally have a claim against the Dealer for breach of its operating agreement with Blue.

Obligors acting for purposes that are wholly or mainly outside that Obligor's trade, business, craft or profession) are protected under the Consumer Rights Act 2015 (the "**CRA15**"). This includes a statutory right that the goods should be of satisfactory quality, fit for their intended purpose and as described.

Under the Dealer's operating agreement and offer and warranty with Blue, the Dealer has given a corresponding warranty to Blue that the Vehicle is of satisfactory quality and in the above circumstances Blue would normally have a claim against the Dealer for any losses incurred by Blue as a result of a breach of such warranty.

Protected Goods

If, under a HP Agreement, the Obligor has paid Blue one-third or more of the total amount payable under the relevant HP Agreement, the Vehicle becomes "protected" pursuant to section 90 of the CCA and Blue is not entitled to repossess it, unless Blue first obtains an order from the court to this effect. If, however, the Obligor terminates the HP Agreement, the Vehicle ceases to be "protected" and Blue may effect repossession unless the court grants the Obligor a "time order" rescheduling the Obligor's outstanding liabilities under the HP Agreement, or otherwise exercises any other discretion which it may have under the CCA.

Other Risks Resulting from Consumer Legislation

(a) The Consumer Rights Act 2015

The CRA15 applies in relation to the HP Agreements involving consumers (meaning an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession). An Obligor may challenge a term in a consumer contract on the basis that it is "unfair" within the meaning of the CRA15 and therefore not binding on the Obligor. An unfair consumer notice will also not be binding on a consumer, although a consumer may rely on the term or notice if the consumer chooses to do so.

A term shall be regarded as unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations arising 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. It should be noted that there is no strict definition as to what will constitute an "unfair" term, although Schedule 2 to the CRA15 provides a (non-exhaustive) "grey list" of terms that may potentially be deemed to be unfair. 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.

A term of a consumer contract may not be assessed for fairness to the extent that (i) it specifies the main subject matter of the contract; and/or (ii) the assessment is of the appropriateness of the price payable under the contract by comparison with the goods, digital content or services supplied under it; unless the term appears on the "grey list" referenced above. A trader must ensure that a written term of a consumer contract, or a consumer notice in writing, is transparent i.e. that it is expressed in plain and intelligible language and is legible. A trader must also ensure that the term is sufficiently prominent. The Competition and Markets Authority (the "**CMA**") considers this to be fully consistent with an interpretation of 'the core exemption' as intended to ensure that only those 'principal obligations' or price terms which are subject to the correcting forces of competition and genuine decision-making are fully assessable for fairness.

Where a term of a consumer contract is "unfair", it will not bind the consumer. However, the remainder of the contract will, so far as practicable, continue to have effect. Where a term in a consumer contract is susceptible of different meanings, the meaning most favourable to the consumer will prevail. In a shift from the old regime, under the CRA15 it is the duty of the court to consider the fairness of any given term. This can be done even where neither of the parties to proceedings has explicitly raised the issue of fairness.

The CMA is the UK's national competition and consumer authority and therefore the principal enforcer of the CRA15. However, the CMA and FCA concurrently supervise unfair terms under the CRA15. There is a Memorandum of Understanding dated July 2019 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 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. The FCA has recently published guidance (FG18/7 "Fairness of variation terms in financial services consumer contracts under the Consumer Rights Act 2015") on how it interprets the CRA15 in respect of variation clauses. This guidance places significant emphasis on transparency, and the need for consumers to be able to foresee the nature of possible changes and the reasons for making them, in light of recent European case law. It also provides a list of factors that the FCA considers relevant to any assessment of fairness. The FCA will also consider the terms of agreements, and how the terms are applied in light of their "Treating Customers Fairly" principle. In particular, they will look at whether satisfactory outcomes have been achieved for customers.

CRA15 contains protections for conditional sale and hire purchase agreements whereby a customer may in certain circumstances rescind the contract and return goods for certain breaches (including of terms implied by the CRA as to title, description and quality or fitness of goods).

(b) Consumer Protection from Unfair Trading Regulations

The Consumer Protection from Unfair Trading Regulations 2008 (the "**Consumer Protection Regulations**") prohibit unfair, aggressive and misleading business-to-consumer commercial practices before, during and after a consumer contract is made. The Consumer Protection Regulations do not currently give any claim, defence or right of set-off to an individual consumer. Breach of the Consumer Protection Regulations 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 Consumer Protection Regulations (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 Consumer Protection Regulations require the Competition and Markets Authority and local trading standards authorities to enforce the Consumer Protection Regulations by prosecution or by seeking an enforcement order to prevent a business from carrying on unfair practices. In addition, the FCA addresses unfair practices in its regulation of consumer finance.

FCA on-going work in the motor finance sector

The FCA has been carrying out a review of the motor finance sector in the UK and published its final findings in March 2019. The FCA found that commission models allowing broker discretion on interest rates have the potential for significant customer harm in terms of higher interest charges. The FCA refers in particular to 'Increasing Difference in Charges' and 'Reducing Difference in Charges' commission models, which can provide strong incentives for brokers to arrange finance at higher interest rates. With 'Difference in Charges' models, brokers are paid a

fee which is linked to the interest rate payable by the customer. The contract between the lender and broker sets a minimum (for Increasing Difference in Charges) or maximum (for Decreasing Difference in Charges) interest rate and the fee is a proportion of the difference in interest charges between the actual interest rate and the minimum/maximum interest rate. As a result of its findings, the FCA published a consultation paper on 15 October 2019 (CP19/28) consulting on the FCA's proposals to ban commission models that can give brokers and motor dealers an incentive to increase a customer's interest rate. In CP19/28, the FCA also proposes to amend parts of the FCA rules and guidance relating to disclosure of commission arrangements. The consultation closed on 15 January 2020 and the FCA now plans to publish a policy statement in H2 2020. 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.

The FCA launched its Credit Information Market Study in 2019 and an interim report is expected to be published in 2021. The report on the credit information market will analyse the purpose, quality, and accessibility of credit information as well as the market structure, business models, competition, consumer engagement and consumer understanding of credit information. Credit information is particularly important in retail lending as it is used for assessment of credit risk and affordability as well as fraud prevention. The FCA's conclusions, and any subsequent rule changes, may have an effect on the vehicle finance market and 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.

Motor finance agreements and COVID-19; FCA COVID-19 Guidance

On 24 April 2020, the FCA published new guidance for, inter alia, regulated firms that issue regulated motor finance agreements entitled "Motor finance agreements and coronavirus: temporary guidance for firms" (the "**FCA COVID-19 Guidance**"), which took effect on 27 April 2020. On 3 July 2020, the FCA announced further proposals in the form of draft guidance entitled "Motor finance agreements and coronavirus: updated temporary guidance for firms" (the "**FCA COVID-19 Proposals**").

This FCA COVID-19 Guidance applies to hire purchase agreements. It does not apply to credit agreements or consumer hire agreements where they relate to other types of goods, or to products within the scope of other FCA guidance published in response to the COVID-19 Pandemic (such as personal loans or credit cards). Nor does it apply to agreements for business purposes. It is expressed to apply in the exceptional circumstances arising out of the COVID-19 Pandemic and its impact on the financial situation of motor finance customers. The FCA has stated that it is not intended to have any relevance in circumstances other than those related to the COVID-19 Pandemic.

Payment deferrals and alternative arrangements

Amongst other things, the FCA COVID-19 Guidance sets out the FCA's expectation that firms agree to a payment deferral for a period of up to three months for any customer that is already experiencing or reasonably expects to experience temporary payment difficulties as a result of circumstances relating to the COVID-19 Pandemic and wishes to receive a payment deferral, unless the firm determines (acting reasonably) that it is obviously not in the customer's interests to do so. As at the date of this Prospectus, the FCA COVID-19 Guidance applies to any application made by a customer within the period of three months from 27 April 2020.

The FCA COVID-19 Guidance defines a 'payment deferral' to mean an arrangement under which a firm permits the customer to make no payments (or a token payment not exceeding £1 where firms' systems will not allow a zero payment) under their agreement for a specified period without being considered to be in arrears.

Where a firm determines that granting a payment deferral is not in a customer's interests, it will be required without unreasonable delay, to offer other ways to provide temporary relief to the customer in accordance with treating the customer fairly. This could include reduced payments, a rescheduled term or a payment deferral of fewer than three months.

No additional fee or charge may be levied as the result of a payment deferral. Although the FCA COVID-19 Guidance permits interest to continue to accrue on the sum temporarily unpaid as the result of a payment deferral, this will not be relevant in the case of HP Agreements. Any missed payments arising under such payment deferrals will not constitute arrears and will not be reported as such to Noteholders (for the avoidance of doubt, except in relation to loans that were in arrears when the payment deferral was granted, for which the arrears accrued before the start of the payment deferral period will continue to be reported as arrears, but the missed payments during the payment deferral period will not be treated as an increase in arrears).

Where a customer is entitled to forbearance under existing rules at the end of any payment deferral period granted as a result of circumstances relating to the COVID-19 Pandemic, any interest accrued during the relevant period must be waived.

Repossessions

The FCA COVID-19 Guidance requires that firms 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 the COVID-19 Pandemic and needs use of the vehicle.

FCA COVID-19 Proposals

The FCA COVID-19 Proposals are in the form of draft guidance, are subject to consultation and have not taken effect. The FCA has stated that it expects to finalise the FCA COVID-19 Proposals shortly after 6 July 2020.

Payment deferrals and alternative arrangements

The FCA COVID-19 Proposals set out an expectation that firms will continue to agree to payment deferrals for customers who have not yet had one until 31 October 2020. The FCA COVID-19 Proposals would also require firms to contact their customers at the end of a first payment deferral to find out if they can resume payment - and if so, agree a plan on how the deferred payments could be repaid. If customers can afford to return to making regular repayments it is in their best interest to do so. For customers still facing temporary payment difficulties as a result of coronavirus, firms would be expected to provide them with support by reducing payments or extending the payment deferral for a further three months.

Repossessions

The FCA COVID-19 Proposals would require that firms 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 the COVID-19 Pandemic and needs use of the vehicle until 31 October 2020.

Impact of FCA COVID-19 Guidance and possible future measures

Increased levels of payment deferrals and restrictions on repossessions may result in a reduction of funds available to the Issuer to meet its obligations under the Notes. Further, the FCA, or other UK government or regulatory bodies, may take further steps in response to the COVID-19 Pandemic in the UK which may impact the performance of the Purchased Receivables, including finalising the FCA COVID-19 Proposals or further amending and extending the scope of the FCA COVID-19 Guidance. If the timing of the payments, as well as the quantum of such payments, in respect of the Purchased Receivables is adversely affected by any of the risks described above, then payments on the Notes could be reduced and/or delayed and could ultimately result in losses on the Notes.

For the risks associated with the above regulatory considerations, please refer to the section entitled "*RISK FACTORS – General Legal Considerations - Consumer Credit Act 1974*".

EU RISK RETENTION AND SECURITISATION REGULATION REPORTING

Retention statement

The Seller, as originator, will, for as long as the Notes are outstanding, retain a material net economic interest of not less than 5 per cent. in the securitisation as required by Article 6(1) of the Securitisation Regulation (not taking into account any relevant national measures). As at the Closing Date, such interest will be comprised of the Seller holding no less than 5 per cent. of the nominal value of each Class of Collateralised Notes sold or transferred to investors on the Closing Date, as required by Article 6(3)(a) of the Securitisation Regulation (the "**Retained Interest**"). Any change to the manner in which such interest is held will be notified to Noteholders. The Seller's Retention will be confirmed through disclosure in the SR Investor Report.

The Seller has provided an undertaking with respect to the interest to be retained by it to the Joint Lead Managers and the Joint Arrangers in the Subscription Agreement.

Receivables have not been selected to be sold to the Issuer with the aim of rendering losses on the 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 the Seller.

The Seller confirms that it has applied to the 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; and

(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 Obligor's creditworthiness, taking appropriate account of factors relevant to verifying the prospect of the Obligor meeting his obligations under the related HP Agreement.

Each prospective investor is required to independently assess and determine the sufficiency of the information described above and in this Prospectus generally for the purposes of complying with Article 5 of the Securitisation Regulation and any national measures which may be relevant and none of the Issuer, Blue (in its capacity as the Seller or the Servicer) nor the Joint Arrangers or the Joint Lead Managers makes any representation that the information described above or in this Prospectus is sufficient in all circumstances for such purposes.

On or after the Closing Date, Blue expects to obtain financing for the acquisition of the Retention Notes. See "*RISK FACTORS – General Legal Considerations – Certain risks in respect of the retention financing*".

Reporting entity

The Issuer, as the SSPE, has been designated as the entity responsible for fulfilling the information requirements under Article 7 of the Securitisation Regulation pursuant to Article 7(2) of the Securitisation Regulation. The Issuer has appointed the Servicer to perform all of the Issuer's obligations under Article 7 of the Securitisation Regulation. The Seller, as the originator, is responsible for compliance with Article 7 of the Securitisation Regulation pursuant to Article 22(5) of the Securitisation Regulation. As to the information made available to prospective investors by the Issuer, reference is made to the information set out herein and forming part of this Prospectus and to the Monthly Investor Reports that are prepared pursuant to the Servicing Agreement and the Cash Management Agreement.

For further information in relation to the provision of information, see the section entitled "*General Information*".

Reporting under the Securitisation Regulation
The Issuer (in its capacity as reporting entity for the purposes of Article 7(2)) will procure:

(a) preparation of the SR Servicer Data Tape, which shall (i) prior to the Template Effective Date, be in the form of Annex V (Underlying Exposures Information - Automobile) of the SR RTS Delegated Regulation; and (ii) on or after the Template Effective Date, be in the form required by such technical standards;

(b) preparation of the SR Investor Report in respect of the immediately preceding Calculation Period. Prior to the Template Effective Date, the SR Investor Report will contain the information required in Annex XII (Investor report information – Non-ABCP securitisation) of the SR RTS Delegated Regulation. The Servicer shall monitor if ESMA or any relevant regulatory or competent authority publishes or amends any required reporting templates under the Securitisation Regulation, including the occurrence of the Template Effective Date, and make an SR Reporting Notification to the Issuer, the Note Trustee and the Cash Manager if any such change occurs. Following the SR Reporting Notification, (i) if there are no material differences (to be determined by the Cash Manager acting reasonably) between the form of the report set out in Annex XII of the SR RTS Delegated Regulation and the Final Template, the SR Investor Report shall be in the form of the Final Template; or (ii) if there are material differences (to be determined by the Cash Manager acting reasonably) between the form of the report set out in Annex XII of the SR RTS Delegated Regulation and the Final Template, the Cash Manager shall notify the Issuer and the Servicer of such material differences and, the Servicer shall propose in writing to the Cash Manager the method for dealing with such material differences (whether they relate to form, timing, frequency of distribution, method of distribution and content of the SR Investor Report or otherwise). The Cash Manager shall consult with the Servicer and, if it agrees to provide the SR Investor Report on such proposed terms, the Cash Manager shall confirm in writing to the Servicer and the Cash Manager shall prepare the SR Investor Report in the form agreed. If the Cash Manager does not agree to provide the SR Investor Report on such proposed terms, the Issuer may appoint an SR Reporting Provider, with any fees and expenses incurred by the Issuer as a result of such appointment being payable in accordance with the relevant Priority of Payments; and

(c) if an event occurs which constitutes inside information that the Issuer would be obliged to make public in accordance with Article 17 of the Market Abuse Regulation or that is a significant event (for the purposes of Article 7(1)(g) of the Securitisation Regulation), preparation of, without delay, the SR Inside Information Report setting out details of such inside information (i) prior to the Template Effective Date, in the form of the standardised template set out in Annex XIV (Inside Information or Significant Event Information – Non-Asset Backed Commercial Paper Securitisation) of the SR RTS Delegated Regulation and (ii) on or after the Template Effective Date, in the form required by such technical standards, in each case, pursuant to Articles 7(1)(f) or 7(1)(g) (as applicable) of the Securitisation Regulation.

The Issuer will procure that the Servicer will make the information set out in paragraph (a) above available on each Interest Payment Date, and the information set out in paragraph (c) above available without delay, in each case, to (i) the Issuer, the Seller and the Cap Provider; and (ii) the Noteholders, the Certificateholders, the competent authorities and, upon request, to potential noteholders and potential certificateholders, which obligation shall be satisfied by the Servicer

emailing such information to the Securitisation Repository for the Securitisation Repository to procure the publication of such information on the Reporting Website.

The Issuer will procure that the Cash Manager (or the SR Reporting Provider) shall make the SR Investor Report available to the Noteholders, the Certificateholders, the competent authorities and, upon request, to potential noteholders and potential certificateholders by emailing such information to the Securitisation Repository for the Securitisation Repository to procure the publication of such information on the Reporting Website on each Interest Payment Date.

The Reporting Website conforms to the requirements set out in Article 7(2) of the Securitisation Regulation. For the avoidance of doubt the website and its contents do not form part of this Prospectus. If a securitisation repository is registered in accordance with Article 10 of the Securitisation Regulation, the reporting entity will make the information available on one such securitisation repository.

Article 7 and Article 22 of the Securitisation Regulation
For the purposes of Article 7 and Article 22 of the Securitisation Regulation the Servicer (on behalf of the Seller as the originator for the purposes of the Securitisation Regulation) confirms and (where applicable) will make available the following information:

(a) Before pricing of the Notes, for the purpose of compliance with Article 22(1) of the Securitisation Regulation, the Servicer will make available to investors and potential investors information on static and dynamic historical default and loss performance, for a period of at least 5 years. In this regard, see the section "PROVISIONAL PORTFOLIO CHARACTERISTICS AND HISTORICAL DATA" of this Prospectus.

(b) Article 22(2) of the Securitisation Regulation requires that: "A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party, including verification that the data disclosed in respect of the underlying exposures is accurate." On 20 April 2018 the European Banking Authority issued draft guidance on the STS criteria for non-ABCP securitisation stating that, for the purposes of Article 22(2) of the Securitisation Regulation, confirmation that this verification has occurred should be included in the offering circular or in the transaction documentation and that the confirmation that the verification has occurred should indicate which parameters have been subject to the verification and the criteria that have been applied for determining the representative sample.

(c) Accordingly, an independent third party has performed agreed upon procedures on a sample of HP Agreements. For these purposes a confidence level of at least 95% was applied. The procedures tested certain eligibility criteria as well as the consistency of data as recorded in the systems of Blue with the data as provided for in the underlying auto HP contracts. The pool agreed-upon procedures includes the review of 456 loan characteristics, which include but were not limited to Borrower ID, Borrower Type, Borrower Post Code, Origination Date, Origination Term, Maturity Date, Original Loan Balance, Loan Deposit, APR, Vehicle Type, Current Balance, Arrears Balance and Scheduled Payment Date. The independent party has also performed agreed upon procedures on the data included in the stratification tables disclosed in respect of the underlying exposures in the section "PROVISIONAL PORTFOLIO CHARACTERISTICS AND HISTORICAL DATA" in order to verify that such stratification tables are accurate.

(d) The third party undertaking the review has reported the factual findings to the parties to the engagement letter. The Seller has reviewed the reports of such independent third party and is of the view that no significant adverse findings have been found by such third

party and that the data disclosed in respect of the underlying exposures is 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.

(e) Before pricing of the Notes, for the purpose of compliance with Article 22(3) of the Securitisation Regulation, the Servicer will make available a cashflow liability model of the transaction on the Reporting Website which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the originator, sponsor, investors, other third parties and the SSPE. Such cashflow model will be available after the Closing Date to investors on an ongoing basis and to potential investors on request.

(f) For the purpose of compliance with Article 22(4) of the Securitisation Regulation, the Seller confirms that, so far as it is aware, information on environmental performance of the Vehicles relating to the Purchased Receivables is not available to be reported pursuant to Article 22(4). The Servicer confirms that once information on environmental performance of the Vehicles relating to the Purchased Receivables is available and able to be reported, it will make such information available to investors on an ongoing basis in order to comply with the requirements of Article 22(4) of the Securitisation Regulation.

(g) For the purposes of compliance with Article 22(5) and Article 7(1)(b) of the Securitisation Regulation, the Servicer will make available all underlying documents required under those sections. It is not possible to make final documentation available before pricing of the Notes and so the Servicer has made all underlying documents required under those sections available on the Reporting Website before pricing of the Notes. Such underlying documents in final form will be available no later than 15 days after the Closing Date to investors on an ongoing basis and to potential investors on request.

(h) Before pricing of the Notes in initial form and on or around the Closing Date in final form, for the purposes of compliance with Article 7(1)(d) of the Securitisation Regulation, Blue will make available the STS notification referred to in Article 27 of the Securitisation Regulation on the Reporting Website.

(i) In accordance with Article 7(1)(a) and (e) of the Securitisation Regulation, information on the Receivables that will comprise the Portfolio will be made available before pricing of the Notes and on a monthly basis the Servicer will make available simultaneously information on the Purchased Receivables and the SR Investor Report in accordance with the relevant regulatory technical standards.

(j) For the purposes of Article 7(1)(g) of the Securitisation Regulation and the disclosure obligations thereunder, the Servicer will, without delay, publish information in respect of any significant event such as (i) a material breach of the obligations laid down in the Transaction Documents, (ii) a change in the structural features that can materially impact the performance of the securitisation, (iii) a change in the risk characteristics of the transaction or the Purchased Receivables that can materially impact the performance of the securitisation, (iv) if the transaction ceases to meet the STS requirements or if competent authorities have taken remedial or administrative actions and (v) any material amendments to the Transaction Documents.

The Servicer (on behalf of the Seller as the originator for the purposes of the Securitisation Regulation) will make the information referred to above available to the holders of any of the

Notes or the Residual Certificates, relevant competent authorities and, upon request, to potential investors in the Notes and the Residual Certificates. Any documents provided in draft form are subject to amendment and completion without notice.

Simple, transparent and standardised securitisation
Although the Transaction has been structured to comply with the requirements for simple, transparent and standardised securitisations transactions as set out in Articles 20, 21 and 22 of the Securitisation Regulation and is expected to be assessed as such by PCS on the Closing Date, no guarantee can be given that it maintains this status throughout its lifetime. Non-compliance with such status may result in higher capital requirements for investors as an investment in the Notes would not benefit from Articles 260, 262 and 264 of the CRR. Furthermore, non-compliance could result in various administrative sanctions and/or remedial measures being imposed on the Issuer which may be payable or reimbursable by the Issuer. As the Priority of Payments does not foresee a reimbursement of the Issuer for the payment of any of such administrative sanctions and/or remedial measures the repayment of the Notes may be adversely affected.

To ensure that this Transaction will comply with future changes or requirements of any subordinate legislation which enters into force after the Closing Date, the Issuer and the Servicer will be entitled to change the Transaction Documents as well as the Conditions, in accordance with amendment provisions in the Transaction Documents and the Conditions, to comply with such requirements.

Information regarding policies and procedures of the Seller
The Seller has internal policies and procedures in relation to the granting of credit, administration of credit-risk bearing portfolios and risk mitigation. The policies and procedures of the Seller in this regard broadly include the following:

(a) criteria for the granting of credit and the process for approving, amending, renewing and re-financing credit, as to which please see further the section of this Prospectus headed "THE SELLER AND THE SERVICER ";

(b) 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 see further the section of this Prospectus headed "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS – Servicing Agreement*";

(c) diversification of credit portfolios given the Seller's target market and overall credit strategy, as to which, in relation to the Portfolio, please see the section of this Prospectus headed "*DESCRIPTION OF THE PURCHASED RECEIVABLES*"; and

(d) policies and procedures in relation to risk mitigation techniques, as to which please see further the sections of this Prospectus headed "*THE SELLER AND THE S*ERVICER ".

USE OF PROCEEDS

The net proceeds of the issue of the Collateralised Notes are expected to amount to GBP 184,863,694.75 and will be used by the Issuer to fund the Principal Element Purchase Price in respect of the Portfolio to be acquired from the Seller on the Closing Date.

The net proceeds of issue of the Class X Notes and the Residual Certificates will be used by the Issuer to:

(a) pay for the Premium Element Purchase Price in respect of the Portfolio to be acquired from the Seller on the Closing Date;

(b) establish the Reserve Fund through the retention of the Reserve Fund Required Amount (in respect of part of the proceeds of the Class X Notes); and

(c) retain certain amounts and pay certain estimated fees and expenses (including the Cap Premium payable under the Cap Agreement) of the Issuer incurred in connection with the issue of the Notes and the Residual Certificates on the Closing Date (in respect of part of the proceeds of the Class X Notes and the Residual Certificates).

DESCRIPTION OF THE PURCHASED RECEIVABLES

The following is a description of the Portfolio as at the Cut-Off Date.

1. THE RECEIVABLES

The Purchased Receivables comprise claims against borrowers (or any guarantors) ("**Obligors**") in respect of payments due under HP Agreements (excluding Excluded Amounts) for the provision of credit for the purchase of new and used motor vehicles. The HP Agreements are governed by English law.

HP Agreements are a traditional method of financing a vehicle whereby the Obligor pays for the use of a Vehicle over an agreed period of time for agreed regular payments. In some cases the Obligor may pay a deposit in respect of the Vehicle but this is not necessarily a requirement. Although the Obligor is the registered keeper of the vehicle during the hire period, Blue retains ownership (title) to the vehicles. The HP Agreements contain provisions entitling, but not obliging, the Obligor to purchase the vehicle at the end of the hire period upon payment of certain administrative fees and gains title to the Vehicle. Interest is calculated on the amount financed after the deposit has been paid.

Since origination all of the Receivables in the Portfolio have been held in a special purpose vehicle used for warehousing purposes by the Seller or a special purpose vehicle used by a third party for the purchase of receivables.

The repayment of the holders of the securitisation positions has not been structured to depend predominantly on the sale of assets securing the underlying exposures. On the Closing Date the residual value exposure to the Portfolio will be less than 50% of the principal amount on contractual maturity as all of the HP Agreements are fully amortising with no balloon payments.

2. THE PURCHASE PRICE

The Purchase Price will be paid by the Issuer to the Seller on the Closing Date as total consideration in respect of the Purchased Receivables comprised in the Portfolio. The Purchase Price equals the aggregate Initial Purchase Price, being the sum of the Principal Element Purchase Price and the Premium Element Purchase Price, in respect of the Receivables comprised within the Portfolio on the Closing Date.

The Principal Element Purchase Price and the Premium Element Purchase Price shall be as specified in the Sale Notice dated the Closing Date but, for the purposes of determining any Final Repurchase Price, Non-Compliant Receivable Repurchase Price, Non-Permitted Variation Receivable Repurchase Price, Tax Redemption Repurchase Price or Receivables Indemnity Amount in respect of any Receivable in the Portfolio, the Principal Element Purchase Price shall be the Outstanding Principal Balance of that Receivable on the Cut-Off Date and the Premium Element Purchase Price shall be the Outstanding Principal Balance of that Receivable on the Cut-Off Date multiplied by the Premium Element Purchase Price Percentage.

The Premium Element Purchase Price will represent a premium over par for the purchase of the Portfolio and will be equal to the aggregate gross issue price of the Class X1 Notes, the Class X2 Notes and the Residual Certificates.

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 issued by the Issuer are 100% collateralised by the Portfolio of Purchased Receivables and the Principal Element Purchase Price will equal

the aggregate gross issue price 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. **ELIGIBILITY CRITERIA**

The Seller will represent and warrant to the Issuer and the Security Trustee that each Receivable to be transferred to the Issuer on the Closing Date complied with the Eligibility Criteria as at the Cut-Off Date. For the avoidance of doubt, when applying the conditions below, the Receivables have been selected randomly and not with the intention to prejudice Noteholders.

"**Eligibility Criteria**" means, in respect of any Receivable (including, where relevant its Ancillary Rights) or, as the case may be, the related HP Agreement from which it is derived:

(a) The related HP Agreement was originated by Blue in the ordinary course of its business at the point of sale by a Dealer or a Broker or through a direct consumer channel in accordance with its Credit and Collection Procedures;

(b) The related HP Agreement had an original term of not less than 12 months and not more than 85 months;

(c) The trading address of the Dealer was an address in England, Wales or Scotland;

(d) The Obligor is an individual who has provided his or her most recent billing address as an address in England, Wales or Scotland;

(e) The related HP Agreement was originated using Standard Documentation;

(f) That (a) the Receivable is not an exposure in default within the meaning of Article 178(1) of CRR; and (b) to the best of the Seller's knowledge, the Obligor related thereto is not a "credit-impaired debtor or guarantor" falling within Articles 20(11)(a), (b) or (c) of the Securitisation Regulation;

(g) The Receivable is not a Defaulted Receivable or a Voluntarily Terminated Receivable;

(h) The related HP Agreement provides for fixed monthly payments from the Obligor and a final payment which is not greater than the amount of any Monthly Payment preceding it, disregarding any option to purchase fees or other fees (provided the total of such fees does not exceed £250);

(i) The Receivable is denominated and payable in Sterling;

(j) Blue has received confirmation from the Dealer that the Vehicle has been delivered to the relevant Obligor;

(k) As at the relevant origination date and as at the Cut-Off Date in respect of the Receivable, the Obligor is not an employee of Blue having taken out the related HP Agreement under any staff scheme or, if a corporate entity, as Affiliate of Blue;

(l) The related HP Agreement is not subject to a "modifying agreement" (as such term is defined in the CCA);

(m) Upon the execution of the Transaction Documents, no one other than the Issuer and the Secured Creditors has any beneficial entitlement to the Receivable;

(n) The related HP Agreement is freely transferable by the Seller and there is no restriction on the Seller declaring a trust over the relevant Vehicle Trust Property and the disclosure of information relating to the relevant Obligor as contemplated by, and for the purposes envisaged by, the Receivables Sale and Purchase Agreement is not contrary to relevant Data Protection Laws;

(o) Payments on the Receivable are not more than one monthly payment in arrears;

(p) The express terms of the related HP Agreement do not provide for it to be the subject of or connected with collateral protection insurance or any other ancillary insurance product (including guaranteed asset protection insurance);

(q) The Receivable has an Outstanding Principal Balance not less than £100 and not greater than £100,000;

(r) No withholding taxes are applicable to any payments made under the related HP Agreement;

(s) No stamp duty or stamp duty reserve tax is payable in connection with the transfer of the Receivable or its Ancillary Rights to the Issuer;

(t) Neither the Purchased Receivables nor any of the Ancillary Rights relating thereto is or includes stock or a marketable security (as such terms are defined for the purposes of section 122 of the Stamp Act 1891), a chargeable security (as such term is defined for the purposes of section 99 of the Finance Act 1986) or a chargeable interest (as such term is defined for the purposes of section 48 of the Finance Act 2003, section 4 of the Land Transaction Tax and Anti-avoidance of Devolved Taxes (Wales) Act 2017 or section 4 of the Land and Buildings Transaction Tax (Scotland) Act 2013);

(u) The related HP Agreement is governed by the laws of England and Wales;

(v) As at the relevant origination date, the Obligor had executed a valid direct debit mandate in favour of the BMF DD Collection Account in relation to the Monthly Payments;

(w) The related HP Agreement in respect of which the Receivable arises includes the benefit of retention of title by the Seller over the related Vehicle;

(x) A fixed rate of interest is payable under the related HP Agreement;

(y) The sole purpose of the related HP Agreement was the financing of a single Vehicle;

(z) As at the relevant origination date, the Loan-to-Value Ratio of the related HP Agreement was not greater than 125%;

(aa) The Seller is not required to provide any maintenance in respect of the Vehicle;

(bb) Since the origination date there has been no waiver, variation or amendment in respect of the original terms of the related HP Agreement which was a Non-Permitted Variation;

(cc) The related HP Agreement is a Risk Tier 1 HP Agreement, a Risk Tier 2 HP Agreement, a Risk Tier 3 HP Agreement, a Risk Tier 4 HP Agreement, a Risk Tier

5 HP Agreement, a Risk Tier 6 HP Agreement, a Risk Tier 7 HP Agreement or a Risk Tier 8 HP Agreement;

(dd) The Obligor is not a governmental authority or organisation or other public body;

(ee) No right of cancellation has arisen under the Receivable;

(ff) The related HP Agreement relates to a new Vehicle or a used Vehicle which will, on the maturity of the related HP Agreement, be 170 months old or less;

(gg) To the best of the Seller's knowledge, as at the relevant origination date and as at the Cut-Off Date in respect of a Receivable, the Obligor does not have more than two live HP Agreements with Blue;

(hh) As at the Cut-Off Date, the Seller's interest in relation to the related Vehicle is registered with the Car Data Register or another nationally recognised agency that records interests in vehicles;

(ii) If the related HP Agreement relates to a motorcycle, the Outstanding Principal Balance of the Receivable on the relevant origination date was at least £2,000;

(jj) The terms of the related HP Agreement require the Obligor thereunder to insure the Vehicle which is the subject thereof comprehensively against all normally insurable risks (subject to all normal excesses and deductibles);

(kk) The related HP Agreement (i) has been duly executed by or on behalf of the Obligor and (ii) is a legal, valid and binding obligation of the relevant Obligor, subject to any laws or other procedures from time to time in effect relating to bankruptcy, insolvency or liquidation of the Obligor affecting the enforcement of creditors' rights and the effect of principles of equity, if applicable, is in all material respects enforceable in accordance with its terms and is non-cancellable and freely assignable;

(ll) Neither the Receivable nor the related HP Agreement are subject to any claim, counterclaim, right of revocation, equity, defence, right of retention or set-off by the Obligor except rights arising by virtue of sections 56, 75 or 75A of the CCA;

(mm) The related HP Agreement is not capable of giving rise to (and is not linked in any way to any collateral contract in respect of, or including, the insurance of the Vehicle the subject of the related HP Agreement or in respect of the Obligor thereunder, or the maintenance or servicing of such Vehicle between the Seller and the relevant Obligor which may give rise to) any liability on the part of the Seller to pay money or perform any other onerous act (other than with respect to any claims the Obligor may have against the Seller as a result of the CRA15 or sections 56, 75, 75A or 140A of the CCA (as applicable));

(nn) The Vehicle has not been repossessed by the Seller and the Seller has not given any notice, nor applied for any court order, under the CCA, in order to repossess the Vehicle as at the Cut-Off Date; and

(oo) The relevant Obligor has made at least one full payment to the Seller.

The Seller will give representations and warranties as to the compliance of the Purchased Receivables with the Eligibility Criteria, and shall be required to repurchase any Purchased Receivable in respect of which there is a breach of such representations and warranties, as described in the section "*Seller Receivables Warranties*" below.

4. SELLER RECEIVABLES WARRANTIES

On the Closing Date (and, for so long as the Seller is the Servicer, on each date on which a Permitted Variation is agreed by the Servicer), the Seller will represent and warrant to the Issuer and the Security Trustee in respect of each Receivable to be transferred to the Issuer on such date (or in the case of a Receivable subject to Permitted Variation, on the date of that Permitted Variation in respect of that Receivable, as applicable) and the related HP Agreement, and with reference to the facts and circumstances subsisting (unless stated to the contrary in the Receivables Sale and Purchase Agreement) as at the Cut-Off Date or, in respect of a Permitted Variation, as at the date of that Permitted Variation, as follows:

(a) **Compliance with Eligibility Criteria**: Each Receivable and each related HP Agreement complies in all respects with the Eligibility Criteria;

(b) **Status**: Each related HP Agreement was entered into on the terms of one of the Standard Documents without alteration or addition to the form (other than the form being completed in accordance with the Seller's policies) and no related HP Agreement is a "modifying agreement" as defined in section 82(2) of the CCA or a novated agreement;

(c) **Legal and beneficial ownership**: Immediately prior to the Closing Date, the Seller is the sole legal and beneficial owner of each Receivable and the Ancillary Rights relating thereto and is selling each Receivable and the Ancillary Rights relating thereto free from any Adverse Claim (including rights of attaching creditors and trust interests) and, save as provided for in the Transaction Documents and save for the rights of the Obligor under the relevant related HP Agreement, there is no option or right to acquire or create any Adverse Claim, on, over or affecting the Receivable or the Ancillary Rights relating thereto;

(d) **No Default**: So far as the Seller is aware, there is no default, material breach or violation under any related HP Agreement which has not been remedied nor any event which, with the giving of notice and/or the making of any determination and/or the expiration of any applicable grace period, would constitute such default, material breach or violation, provided that any default, breach or violation shall be material if it in any way affects the amount or the collectability of the Receivables arising under the related HP Agreement and provided further that any default, breach or violation relating to non-payment shall not be material (and a default relating to non-payment will not constitute a default for the purposes of this provision) unless it would be such as would cause the relevant Receivable not to comply with the Eligibility Criteria;

(e) **Option to purchase and return of goods**: No related HP Agreement provides for (i) an option to purchase fee greater than £250 or (ii) an option to return the Vehicle instead of paying the final repayment due under the HP Agreement (excluding any options fees, the right of the Obligor to voluntarily terminate an HP Agreement pursuant to Section 99 of the CCA and where an Obligor returns the related Vehicle rather than paying the relevant final option to purchase fee);

(f) **The Seller's Records**: The Seller (or the Seller's agents on the Seller's behalf) has maintained records relating to each Receivable and related HP Agreement which are accurate and complete in all material respects and which, to the best of the knowledge, information and belief of the Seller, are sufficient to enable such related HP Agreement to be enforced against the relevant Obligor and such records are held by or to the order of the Seller;

(g) **Credit and Collection Procedures**: Each related HP Agreement was originated and is serviced in accordance with the Credit and Collection Procedures;

(h) **Consumer Credit**:

(i) each related HP Agreement was originated by the Seller, as sole principal, and without any agent lender;

(ii) the Seller has all necessary permissions pursuant to the FSMA; and

(iii) (1) each Dealer, (2) each Broker and (3) each other person who carried on in relation to a related HP Agreement the regulated activity of "credit broking" as defined in Article 36A(1) of the FSMA (Regulated Activities) Order 2001 (as amended), has at all material times held the relevant permission under the FSMA;

(i) **Ownership**: The Seller is the legal and beneficial owner of the Vehicle to which each Receivable relates and no other person has any right or claim thereto (other than the Obligor under the related HP Agreement);

(j) **Unfair Relationship**: So far as the Seller is aware, no related HP Agreement whether alone or with any related agreement, gives rise to any "unfair relationship" between the creditor and the debtor for the purposes of sections 140A to 140C of the CCA;

(k) **Distance Marketing:** If the related HP Agreement qualifies as a "distance contract" (as defined in the Financial Services (Distance Marketing) Regulations 2004), the provisions of such regulations have been complied with in respect of such related HP Agreement;

(l) **Fraud**: So far as the Seller is aware (which qualification will not apply to fraud on its own part), each related HP Agreement under which a Receivable arises has not been entered into fraudulently;

(m) **Terms implied by statute**: Each Dealer Contract provides that all terms implied by statute relating to the sale of the Vehicles to the Seller will apply in relation to the Vehicles;

(n) **Obligor obligations**: Each related HP Agreement includes obligations on the Obligor (i) to keep the Vehicle in good condition and repair except for fair wear and tear and (ii) to have the Vehicle serviced in accordance with the manufacturer's recommendations and any applicable warranty;

(o) **Set-off Receivables**: The Receivable is not a Set-off Receivable;

(p) **CRA15**: To the extent that the related HP Agreement is a "consumer contract" for the purposes of the CRA15:

(i) none of the terms contained in such related HP Agreement are unfair terms within the meaning of the CRA15; and

(ii) no injunction, interdict or other order has been granted by the court pursuant to section 70 and Schedule 3 of the CRA15 which might prevent or restrict the use in a related HP Agreement of any particular term or the enforcement of any such term,

except, in each case, with respect to any provision or provisions of such related HP Agreement the invalidity or unenforceability of which taken as a whole would not reasonably be expected to have a material adverse effect on the enforceability or collectability of the relevant Receivables;

(q) **Origination and administration**: Each Receivable and related HP Agreement has been administered and originated in compliance with all applicable English and Scots laws, rules and regulations (including the Data Protection Laws, the CCA and subordinate legislation made pursuant to that Act, FSMA and the Consumer Credit sourcebook within the FCA Handbook) except in each case as such non-compliance would not reasonably be expected to have a material adverse effect on the Seller's ability to perform its obligations under any related HP Agreement or the validity or enforceability of any related HP Agreement or the collectability of all or a significant proportion of the Receivables;

(r) **Receivables Listing**: The Receivables Listing correctly specifies the Receivables which are to be transferred to the Issuer on the Closing Date;

(s) **Date of origination:** Each related HP Agreement was entered into after 15 July 2016;

(t) **Underwriting standards:** the Purchased Receivables are originated in the ordinary course of the business of Blue pursuant to underwriting standards which are no less stringent than those which also apply to HP Agreements which will not be securitised;

(u) **Effective systems:** it has in place (i) effective systems to apply its standard criteria for granting the Purchased Receivables and (ii) processes for approving and, where relevant, amending, renewing and re-financing the Purchased Receivables, in order to ensure that granting of the Purchased Receivables is based on a thorough assessment of each Obligor's creditworthiness taking appropriate account of factors relevant to verifying the prospect of the Obligor meeting its obligations under the relevant HP Agreement; and

(v) **Creditworthiness assessment:** the assessment of each Obligor's creditworthiness shall meet the requirements of Article 8 of Directive 2008/48/EC, in particular, the assessment: (i) will be performed on the basis of sufficient information, where appropriate obtained from the Obligor and, where necessary, on the basis of a consultation of the relevant database, and (ii) will be repeated in accordance with Article 8(2) of Directive 2008/48/EC,

provided that where any such Permitted Variation is required by law or regulation, the Seller will only represent and warrant:

(i) in the terms set out in paragraphs (a), (f), (g), (h), (i), (j) and (q) above;

(ii) in the terms set out in paragraph (b) above (but only that no related HP Agreement is a "modifying agreement" as defined in section 82(2) of the CCA or a novated agreement);

(iii) in the terms set out in paragraph (c) above (but only that there is no option to acquire or create any Adverse Claim, on, over or affecting the Receivable or the Ancillary Rights relating thereto); and

(iv) that the Permitted Variation is required by law or regulation.

If one or more Seller Receivables Warranties proves to have been incorrect on the date on which such Seller Receivables Warranty was made and, if applicable, the relevant breach cannot be remedied, the Seller will be required to repurchase the relevant Purchased Receivable on the next Interest Payment Date as more fully described in the section "*OVERVIEW OF PRINCIPAL TRANSACTION DOCUMENTS – Receivables Sale and Purchase Agreement*" above.

5. **CHANGES TO UNDERWRITING STANDARDS**

Blue as Seller agrees that if it makes any material changes from its prior underwriting standards it will promptly notify such changes to the Issuer and the Security Trustee in writing, and to investors in accordance with Condition 15 (*Notices*), in each case without undue delay and to the extent required under Article 20(10) of the Securitisation Regulation.

6. **HOMOGENEITY**

For the purposes of Article 20(8) of the Securitisation Regulation and Articles 1(a) to (d) of the HRTS, the Purchased Receivables: (i) have been underwritten according to similar underwriting standards, (ii) are serviced according to similar servicing procedures, (iii) fall within the same category of auto loans and leases and (iv) in accordance with the homogeneity factors set forth in Article 20(8) of the Securitisation Regulation and Article 2(4)(b) of the HRTS, the Obligors are all resident or incorporated in one jurisdiction, being the United Kingdom.

7. **NOTIFICATION OF ASSIGNMENT TO OBLIGORS**

The Obligors will only be notified by the Servicer in respect of the assignment of the Purchased Receivables upon request by the Issuer following the occurrence of a Perfection Event.

Should the Servicer fail to notify the Obligors within 3 Business Days of a Perfection Event, the Issuer (or an agent appointed on its behalf and subject to Data Protection Laws) shall promptly give notice in its own name (and/or on behalf of the Seller pursuant to the Seller Power of Attorney) of the sale, assignment and assignation of all or any of the Purchased Receivables by delivering a Perfection Event Notice within 5 Business Days of a Perfection Event. Furthermore, at any time after the occurrence of a Perfection Event, the Issuer (or an agent on its behalf) will, or (after the service of a Note Acceleration Notice) the Security Trustee on behalf of the Issuer, may:

(a) direct (and/or require the Servicer to direct) all or any of the Obligors to pay amounts outstanding in respect of Purchased Receivables directly to the Issuer, the Transaction Account or any other account which is specified by the Issuer or the Security Trustee; and/or

(b) take such other action and enter into such documents as it reasonably considers to be necessary, appropriate or desirable in order to recover any amount outstanding in respect of Purchased Receivables or to perfect, improve, protect, preserve or enforce their rights against the Obligors in respect of Purchased Receivable (including, without limitation, entering into supplemental transfer documents).

The Purchased Receivables acquired and transferred by assignment or held in trust under the Receivables Sale and Purchase Agreement have characteristics that demonstrate

capacity to produce funds to service payments due and payable on the Notes; however, Blue does not warrant the credit standing of the relevant Obligors.

SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS

The description of certain of the Transaction Documents set out below is a summary of certain features of those agreements and is qualified by reference to the detailed provisions of the terms and conditions of those agreements. Prospective Noteholders may inspect a copy of each of the Transaction Documents upon request at the specified office of the Paying Agent and on the Reporting Website.

The structure of the Prospectus, the structure of the Trust Deed, the Deed of Charge, the Receivables Sale and Purchase Agreement and the other Transaction Documents and the issue of the Notes and the Residual Certificates, as well as the ratings which are to be assigned to the Rated Notes, are based on English law and Scots law and United Kingdom tax, regulatory and administrative practice in effect as at the date of this Prospectus as they affect the parties to the transaction and the Portfolio, and having due regard to the expected tax treatment of the Issuer under such law and practice. No assurance can be given as to the impact of any possible change to English law and Scots law and United Kingdom tax, regulatory or administrative practice after the date of this Prospectus.

1. Receivables Sale and Purchase Agreement

On the Closing Date, the Seller, the Issuer, the Servicer, the Note Trustee and the Security Trustee will enter into the Receivables Sale and Purchase Agreement.

Pursuant to the Receivables Sale and Purchase Agreement, the Seller will sell on the Closing Date to the Issuer and the Issuer will purchase from the Seller all right, title and interest of the Seller in the Receivables and the Ancillary Rights comprised in the Portfolio. Such sale is made by way of absolute assignment and, accordingly, the Seller with full title guarantee will assign to the Issuer all of its rights, title, interest and benefit in and to each Receivable included in the Portfolio, including to the fullest extent possible under applicable law, all Ancillary Rights related to such Receivable but excluding the Excluded Amounts.

Assignment by the Seller to the Issuer of the benefit of the Receivables included in the Portfolio and the Ancillary Rights will take effect in equity only because no notice of the assignment will be given to Obligors. The assignment will be perfected following the occurrence of a Perfection Event.

The actual pool of Purchased Receivables sold to the Issuer on the Closing Date (which will be randomly selected from the Provisional Portfolio which the Seller determines comply with the Eligibility Criteria on the Cut-Off Date) will vary from those included in the Provisional Portfolio (and may be larger or smaller). See also "*THE SELLER AND THE SERVICER – Other characteristics of the Purchased Receivables*".

Pursuant to the Receivables Sale and Purchase Agreement, the Seller may charge the Issuer a financing cost fee for the costs incurred by the Seller in financing the Purchased Receivables between the Cut-Off Date and the Closing Date in an amount equal to 1.60% divided by 365 and multiplied by the Aggregate Outstanding Principal Balance on the Cut-Off Date charged daily for the period between the Cut-Off Date and the Closing Date (the "**Financing Costs**").

Representations and warranties given by the Seller

Pursuant to the Receivables Sale and Purchase Agreement, the Seller will make certain representations and warranties set out in the section of this Prospectus headed "*DESCRIPTION OF THE PURCHASED RECEIVABLES – Seller Receivables Warranties*" (the "**Seller Receivables Warranties**") regarding the Purchased Receivables and the

related HP Agreements (including, among other things, that all Purchased Receivables (including, where relevant their Ancillary Rights) comply with the Eligibility Criteria on the Cut-Off Date) to the Issuer and the Security Trustee on the Closing Date (and, for so long as the Seller is the Servicer, on each date on which a Permitted Variation is agreed by the Servicer) with reference to the facts and circumstances subsisting (unless stated to the contrary in the Receivables Sale and Purchase Agreement) as at the Cut-Off Date or, in respect of a Permitted Variation, as at the date of that Permitted Variation (provided that a narrower set of such representations and warranties will be given where any such Permitted Variation is required by law or regulation).

In the event of a breach of any Seller Receivables Warranty given by the Seller in respect of a Purchased Receivable that materially and adversely effects the interests of the Issuer in any Purchased Receivable (other than by reason of a related HP Agreement being determined to be illegal, invalid, non-binding or unenforceable under the CCA or the FSMA) and, if capable of remedy, the Seller does not cure or correct such breach prior to the end of the Calculation 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**"), or if the relevant Purchased Receivable never existed or has ceased to exist such that it is not outstanding as at the Repurchase Date (each such affected Receivable being a "**Non-Compliant Receivable**"):

(a) the Seller will be required to repurchase such Purchased Receivable for an amount, calculated by the Servicer, equal to the sum of (i) its Initial Purchase Price, less (ii) the sum of all Principal Receipts (multiplied by the Premium Element Purchase Price Percentage) and Revenue Receipts recovered or received by the Issuer in respect of such Non-Compliant Receivable from the Cut-Off Date to the Repurchase Date, plus (iii) any accrued and unpaid income in respect thereof as at the Repurchase Date (the "**Non-Compliant Receivable Repurchase Price**"), or

(b) in the case of a Purchased Receivable which never existed, or has ceased to exist, such that it is not outstanding as at the Repurchase Date, the Seller will not be required to repurchase such Purchased Receivable and will instead be required to pay to the Issuer an amount, calculated by the Servicer, equal to the sum of: (i) the Initial Purchase Price of that Purchased Receivable, minus (ii) the sum of all Principal Receipts (multiplied by the Premium Element Purchase Price Percentage) and Revenue Receipts recovered or received in respect of such Purchased Receivable from the Cut-Off Date to the date on which the Receivables Indemnity Amount is paid, plus (iii) a deemed amount of accrued income on the relevant Purchased Receivable calculated on the basis of the APR stated in the loan level data for such Purchased Receivable and determined as at the date on which the Receivables Indemnity Payment is made (the "**Receivables Indemnity Amount**").

Where Purchased Receivables are determined to be in breach of the Seller Receivables Warranties by reason of a related HP Agreement (or part thereof) being determined illegal, invalid, non-binding or unenforceable under the CCA or the FSMA, the Seller may in lieu of repurchasing the relevant Purchased Receivables pay a compensation payment to the Issuer, being an amount, calculated by the Servicer in accordance with the Servicing Agreement, required to compensate the Issuer for any loss caused as a result of such breach (the "**CCA Compensation Amount**") and the payment of such amount cures such illegality, invalidity or unenforceability or the Purchased Receivables being non-binding.

The Seller shall repurchase the relevant Non-Compliant Receivables and pay the relevant Non-Compliant Receivable Repurchase Price or pay the CCA Compensation Amount (as the case may be) by no later than the end of the Calculation Period immediately following the expiration of the Cure Period, or, in the case of a Purchased Receivable which never existed, or has ceased to exist, shall pay the Receivables Indemnity Amount by no later than the end of the Calculation Period immediately following the Calculation Period in which the relevant breach was discovered.

In the event of any such repurchase, the relevant Purchased Receivable (unless it is extinguished) will be re-assigned by the Issuer to the Seller on the Repurchase Date on a non-recourse or guarantee basis on the part of the Issuer. The costs of such assignment will be borne solely by the Seller.

The Sale Notice to be delivered by the Seller for the purchase of Receivables under the Receivables Sale and Purchase Agreement contains certain relevant information for the purpose of identification of the Purchased Receivables. In the Sale Notices, the Seller represents that the representations and warranties with respect to the Purchased Receivables referred to above are true and correct as of the Closing Date by reference to the facts and circumstances subsisting as at the Cut-Off Date. See "*DESCRIPTION OF THE PURCHASED RECEIVABLES — Seller Receivables Warranties*".

The Seller, upon receipt of the Purchase Price, is obliged from time to time to promptly execute and deliver and/or file all documents, and take all further action that the Issuer or the Security Trustee may reasonably request, in order to perfect, protect or maintain the validity of or evidence the Issuer's and the Security Trustee's rights and interests in and to the Purchased Receivables. The Seller is also obliged to indemnify the Issuer, the Note Trustee and the Security Trustee against any loss or expense suffered or incurred by the Issuer, the Note Trustee or the Security Trustee as a direct result of any failure by the Seller to complete any sale and purchase constituted under the Receivables Sale and Purchase Agreement, except where such loss or expense arose as a direct consequence of any gross negligence, wilful default or fraud of the Issuer, the Note Trustee or the Security Trustee or any of their agents.

A sale and assignment of the Receivables pursuant to the Receivables Sale and Purchase Agreement constitutes a sale without recourse. This means that the Seller will not bear the risk of the inability of any Obligor to pay the relevant Purchased Receivables. However, in the event of any breach of the Eligibility Criteria and/or Seller Receivables Warranties, the Seller owes the payment of the Non-Compliant Receivable Repurchase Price or the Receivables Indemnity Amount (as applicable) regardless of the respective Obligor's credit strength.

In addition to the Seller Receivables Warranties, the Seller will on the Closing Date make various corporate representations in respect of itself, including that its "centre of main interests" for the purposes of the Recast Insolvency Regulation and the UNCITRAL Implementing Regulations is in England and it does not have any "establishment" (as defined in the Recast Insolvency Regulation and the UNCITRAL Implementing Regulations) other than in the United Kingdom.

Title to Vehicles

Title to the Vehicles financed by HP Agreements included in the Portfolio will remain with Blue until it is transferred to the relevant Obligor under the terms of the relevant HP Agreement or is sold by Blue following repossession of the Vehicle from the relevant Obligor. Under the Vehicle Declaration of Trust to be entered into by Blue and the Issuer

on or about the Closing Date, Blue will hold title to such Vehicles and any Vehicle Sale Proceeds arising from sale of any such Vehicles on trust for the Issuer.

Repossession and disposal of Vehicles, Vehicle Sale Proceeds
Pursuant to the Receivables Sale and Purchase Agreement the Seller undertakes:

(a) if any Receivable becomes a Defaulted Receivable or a Voluntarily Terminated Receivable to exercise its right of repossession (in the case of Defaulted Receivables) and dispose of the related Vehicle, in each case in accordance with the Credit and Collection Procedures and within a reasonable time thereafter;

(b) not to impair in any material respect the rights of the Issuer in the Vehicle Sale Proceeds; and

(c) not to knowingly take any steps to hinder or unduly delay or prevent the repossession and disposition of any related Vehicle or by the Issuer acting under the Seller Power of Attorney.

The Vehicle Sale Proceeds will be paid into the BMF DD Collection Account or the Seller Collection Account (as applicable) net of associated costs, charges, fees, expenses and, if applicable, the Incentive Fee in respect of the related Vehicle.

Following the appointment of the Seller's Insolvency Official, the Issuer will pay to the Seller (or, as the case may be, the Seller may retain) from, and to the extent of, the relevant Vehicle Sale Proceeds the Incentive Fee in respect of each related Vehicle resold by the Seller.

Defaulted Receivables Call Option
If a Purchased Receivable becomes a Defaulted Receivable, and following disposal of the Vehicle related to such Purchased Receivable and receipt by the Issuer of the related Vehicle Sale Proceeds as described above, the Seller will have the option under the Receivables Sale and Purchase Agreement, prior to an Insolvency Event occurring in respect of the Seller, to repurchase such Defaulted Receivable. The purchase price payable by the Seller to the Issuer in consideration for the repurchase of such Defaulted Receivable shall be equal to the amount recoverable from a third party debt collection agency in respect of such Defaulted Receivable (such amount to be evidenced in the notice of repurchase, being the amount such a third party is willing to pay as the market value of such claims), but in any event up to a maximum amount equal to the Outstanding Principal Balance of the relevant Receivable on the date of the repurchase plus any interest accrued but unpaid thereon (the "**Defaulted Receivables Payment**").

Non-Permitted Variation Receivables Call Option
If the Servicer has agreed or, prior to the end of the immediately following Calculation Period, will agree to a Non-Permitted Variation in respect of a Purchased Receivable (a "**Non-Permitted Variation Receivable**"), the Seller will have the option under the Receivables Sale and Purchase Agreement, prior to an Insolvency Event occurring in respect of the Seller, to repurchase such Non-Permitted Variation Receivable. The Seller agrees under the Servicing Agreement that where the Servicer agrees to a Non-Permitted Variation it shall exercise the Non-Permitted Variation Receivables Call Option in respect of the relevant Non-Permitted Variation Receivable by no later than the Non-Permitted Variation Receivable Repurchase End Date. The purchase price payable by the Seller to the Issuer in consideration for the repurchase of such Non-Permitted Variation Receivable shall be equal to the sum of (i) its Initial Purchase Price, less (ii) the sum of all Principal Receipts (multiplied by the Premium Element Purchase Price Percentage) and Revenue

Receipts recovered or received by the Issuer in respect of such Non-Permitted Variation Receivable from the Cut-Off Date to the Repurchase Date, plus (iii) any accrued and unpaid income in respect thereof as at the date of the repurchase (the "**Non-Permitted Variation Receivable Repurchase Price**").

Taxes and Increased Costs

All payments to be made by the Seller to the Issuer pursuant to the Receivables Sale and Purchase Agreement will be made free and clear of and without withholding or deduction for or on account of, any tax, unless such withholding or deduction is required by law. If the Seller is required to withhold or deduct for or on account of tax (other than any FATCA Deduction), it will increase the amount of the payment due to the Issuer to an amount which (after making the withholding or deduction) leaves an amount equal to the payment which would have been due if no withholding or deduction had been required. The Seller will have the opportunity and authorisation to raise defences against the relevant payment at the Seller's own costs.

Where the Issuer has received a credit against a relief or remission for, or repayment of, any tax, then if and to the extent that the Issuer determines that such credit, relief, remission or repayment is in respect of the deduction or withholding giving rise to such additional payment or with reference to the liability, expense or Loss which caused such additional payments, the Issuer will, to the extent that it can do so without prejudice to the retention of the amount of such credit, relief, remission or repayment, pay to the Seller such amount as the Issuer will have concluded to be attributable to such deduction or withholding or, as the case may be, such liability, expense or Loss, provided that the Issuer will not be obliged to make any such payment until it is, in its sole opinion, satisfied that its tax affairs for its tax year in respect of which such credit, relief, remission or repayment was obtained have been finally settled.

Notification of Assignment

The Obligors will only be notified by the Servicer in respect of the assignment of the Purchased Receivables promptly upon request by the Issuer or (following service of a Note Acceleration Notice) the Security Trustee, in each case, following the occurrence of a Perfection Event.

Should the Servicer fail to notify the Obligors within 3 Business Days of a Perfection Event, the Issuer (or an agent appointed on its behalf and subject to Data Protection Laws) shall promptly give notice in its own name (and/or on behalf of the Seller pursuant to the Seller Power of Attorney) of the sale, assignment and assignation of all or any of the Purchased Receivables by delivering a Perfection Event Notice within 5 Business Days of a Perfection Event. Furthermore, at any time after the occurrence of a Perfection Event, the Issuer (or an agent on its behalf) will, or (after the service of a Note Acceleration Notice) the Security Trustee on behalf of the Issuer, may:

(a) direct (and/or require the Servicer to direct) all or any of the Obligors to pay amounts outstanding in respect of Purchased Receivables directly to the Issuer, the Transaction Account or any other account which is specified by the Issuer or the Security Trustee; and/or

(b) take such other action and enter into such documents as it reasonably considers to be necessary, appropriate or desirable in order to recover any amount outstanding in respect of Purchased Receivables or to perfect, improve, protect, preserve or enforce their rights against the Obligors in respect of Purchased Receivables (including, without limitation, entering into supplemental transfer documents).

Clean-Up Call
On any Interest Payment Date on which the Aggregate Outstanding Principal Balance as per preceding Determination Date is equal to or less than 10% of the Aggregate Outstanding Principal Balance as at the Cut-Off Date, the Seller will (provided that on the relevant Interest Payment Date no Note Acceleration Notice has been served on the Issuer) have the option under the Receivables Sale and Purchase Agreement to repurchase all outstanding Purchased Receivables then owned by the Issuer against payment of the Final Repurchase Price subject to the following requirements:

(a) the Final Repurchase Price must be an amount as described in Condition 5(d)(i)(1) (*Clean-Up Call*); and

(b) the Seller shall have notified the Issuer of its intention to exercise the Clean-Up Call at least 10 calendar days prior to the contemplated settlement date of the Clean-Up Call.

Tax Redemption Receivables Call Option
If the Issuer fixes a date for redemption of the Notes pursuant to Condition 5(b) (*Redemption for taxation reasons*) (which must be an Interest Payment Date), the Seller will, on such date, have the option under the Receivables Sale and Purchase Agreement to repurchase all outstanding Purchased Receivables then owned by the Issuer against payment of the Tax Redemption Repurchase Price.

Governing Law
The Receivables Sale and Purchase Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law but any term particular to the law of Scotland will be construed in accordance with the laws of Scotland. The Vehicle Declaration of Trust will be governed by the laws of Scotland.

2. **SERVICING AGREEMENT**

On the Closing Date, pursuant to the Servicing Agreement between the Servicer, the Seller, the Note Trustee, the Security Trustee and the Issuer, the Servicer will be appointed by the Issuer to administer the Purchased Receivables, collect and, if necessary, enforce the Purchased Receivables in accordance with the Servicing Agreement (the "**Services**").

Obligations of the Servicer
Under the terms of the Servicing Agreement, the Servicer has, among other things, undertaken to perform its duties in accordance with all applicable laws and regulations and pursuant to specific instructions that, on certain conditions, it may be given by the Issuer or (following delivery of a Note Acceleration Notice or enforcement of the Security) the Security Trustee, from time to time.

The Servicer has undertaken that it will devote to the performance of its obligations and the exercise of its discretions under the Servicing Agreement and its exercise of the rights of the Issuer in respect of contracts and arrangements giving rise to payment obligations in respect of the Purchased Receivables at least the same amount of time and attention and exercise the higher of: (i) the level of skill, care and diligence it would exercise if it were administering receivables in respect of which it held the entire benefit (both legally and beneficially); and (ii) the level of skill, care and diligence of a reasonably prudent servicer of automotive consumer loans in the United Kingdom, and, in any event, will devote all due skill, care and diligence to the performance of its obligations and the exercise of its discretions and will devote all operational resources reasonably necessary (including, without limitation, office space, facilities, equipment and staff) to fulfil its

obligations under the Servicing Agreement and the other Transaction Documents to which it is a party (together, the "**Servicer Standard of Care**").

General Administration Obligations in relation to the Portfolio

The Servicer shall use all reasonable endeavours to:

(a) collect all Collections (including any Vehicle Sale Proceeds) and ensure payment of all sums due under or in connection with the relevant HP Agreements and related Purchased Receivables;

(b) recover amounts due from the Obligors and, as the case may be, relevant guarantors, in respect of Defaulted Receivables;

(c) enforce all obligations of the Obligors under the related HP Agreements and of the related guarantors if any; and

(d) enforce all Ancillary Rights arising in respect of the Receivables (including, but not limited to, any claims against any third parties (including Dealers) in relation to any claims or set-off exercised by an Obligor),

in each case on behalf of and at the expense of the Issuer in accordance with the provisions of the relevant HP Agreements and the Credit and Collection Procedures.

The Servicer shall also:

(a) assist the Issuer's auditors and upon request provide, subject to the Data Protection Laws, such information as is in the Servicer's possession or control or reasonably capable of being obtained by it;

(b) promptly notify all Obligors following the occurrence of a Perfection Event, or, if the Servicer fails to deliver such Perfection Event Notice within 3 Business Days after the Perfection Event, the Issuer shall have the right to instruct the Standby Servicer or a replacement Servicer or an agent of the Issuer to deliver on its behalf the Perfection Event Notice;

(c) use reasonable endeavours, at the expense of the Issuer, to seek Recovery Collections due from Obligors in accordance with the Credit and Collection Procedures; and

(d) notify the Issuer, the Security Trustee and the Standby Servicer as soon as reasonably practicable (but in any case within 5 Business Days) of becoming aware of the occurrence of any Perfection Event or Servicer Termination Event.

The Servicer will administer the Portfolio in accordance with its respective standard procedures, set out in its Credit and Collection Procedures for the administration and enforcement of its own hire purchase agreements, subject to the provisions of the Servicing Agreement and the Receivables Sale and Purchase Agreement.

For the purpose of compliance with the requirements stemming from Article 21(9) of the Securitisation Regulation, remedies and actions relating to delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, losses, charge offs, recoveries, payment deferrals and other asset performance remedies are applied (if applicable) by the Servicer in accordance with the Credit and Collection Procedures.

The Servicer will maintain all appropriate registrations, licences, permissions and authorities required to enable it to perform its obligations under the Transaction Documents.

Cash Collection Arrangements

The Servicer shall use reasonable endeavours to procure that:

(a) all amounts received by the Servicer or into the BMF DD Collection Account or the Seller Collection Account in respect of Purchased Receivables deriving from the related HP Agreement or Ancillary Rights from the Obligor or a third party including any amounts representing the Vehicle Sale Proceeds are paid by the Obligor directly into the BMF DD Collection Account or the Seller Collection Account (as applicable);

(b) all sums so collected are transferred into the Transaction Account in accordance with the Servicing Agreement and the relevant Collection Account Declaration of Trust (as supplemented, in the case of the Seller Collection Account, by the Supplemental Seller Collection Account Declaration of Trust) and, in particular, shall procure, as agent for the Issuer, that in relation to each relevant Purchased Receivable, all Collections in respect of each Calculation Period (other than any Excess Amounts, Excluded Amounts or, if relevant, Excess Recoveries Amounts) are remitted to the Transaction Account within 2 Business Days of the Servicer applying such Collections to an Obligor's account (or, in respect of Collections received on or after the Cut-Off Date but prior to the Closing Date, within 5 Business Days following the Closing Date), or as otherwise directed by the Issuer or (following delivery of a Note Acceleration Notice or enforcement of the Security) the Security Trustee.

Records

The Servicer shall:

(a) keep and maintain an Obligor Ledger with respect to each HP Agreement for the purposes of identifying amounts paid by each Obligor, any amount due from an Obligor and the balance from time to time outstanding on each Obligor Ledger and provide such information to the Issuer, the Note Trustee and the Security Trustee on written request, subject to the provisions of the Data Protection Laws or other applicable legislation current from time to time;

(b) maintain records in respect of amounts recognised as having been lost or irrecoverable in relation to Defaulted Receivables and Voluntarily Terminated Receivables, as well as amounts subsequently recovered;

(c) ensure that the Purchased Receivable Records in respect of the Purchased Receivables and the relevant HP Agreements are held to the order of the Issuer and the Security Trustee;

(d) maintain adequate back-ups of such Purchased Receivable Records in accordance with its usual procedures;

(e) keep the Purchased Receivable Records in such manner so that they are identifiable and distinguishable from the records and other documents which relate to other hire purchase agreements, and other agreements which are held by or on behalf of the Servicer or any other person and so that the relevant

contracts and Purchased Receivables Records are uniquely identifiable from data contained in the Receivables Listing or the relevant Sale Notice (as applicable);

(f) keep records in relation to the Purchased Receivables for all Tax (including, for the avoidance of doubt, VAT) purposes; and

(g) co-operate with the Security Trustee or any other party to Transaction Documents to the extent required under or in connection with any of the Transaction Documents.

Reporting

(a) The Servicer will prepare a monthly loan-by-loan information report in relation to the Portfolio in respect of the immediately preceding Calculation Period as required by and in accordance with Article 7(1)(a) of the Securitisation Regulation (the "**SR Servicer Data Tape**"), which shall:

(i) prior to the Template Effective Date, be in the form of Annex V (Underlying Exposures Information - Automobile) of the SR RTS Delegated Regulation; and

(ii) on or after the Template Effective Date, be in the form required by such technical standards.

(b) If the Servicer becomes aware of any event relating to the Purchased Receivables, the Seller or the Servicer that, in the opinion of the Servicer, constitutes inside information that the Issuer would be obliged to make public in accordance with Article 17 of the Market Abuse Regulation or that is a significant event (for the purposes of Article 7(1)(g) of the Securitisation Regulation), it will, as soon as reasonably practicable, prepare a report (the "**SR Inside Information Report**") setting out details of such inside information:

(i) prior to the Template Effective Date, in the form of the standardised template set out in Annex XIV (Inside Information or Significant Event Information – Non-Asset Backed Commercial Paper Securitisation) of the SR RTS Delegated Regulation; and

(ii) on or after the Template Effective Date, in the form required by such technical standards,

in each case, pursuant to Articles 7(1)(f) or 7(1)(g) (as applicable) of the Securitisation Regulation and shall deliver such a copy to the Issuer and the Security Trustee.

(c) The Servicer will make the information set out in paragraph (a) above available on each Interest Payment Date and the information set out in paragraph (b) above available without delay, in each case, to:

(i) the Issuer, the Cash Manager, the Seller and the Cap Provider; and

(ii) the Noteholders, the Certificateholders, the competent authorities and, upon request, to potential noteholders and potential certificateholders,

which obligation shall be satisfied by the Servicer emailing such information to the Securitisation Repository for the Securitisation Repository to procure the publication of such information on the Reporting Website.

(d) The Servicer will prepare and, on or prior to each Reporting Date, will deliver via email, CD-ROM or any other agreed electronic means to the Issuer, the Cash Manager, the Corporate Services Provider, the Rating Agencies and the Security Trustee, the Monthly Report applicable to the Calculation Period immediately preceding such Reporting Date.

(e) For the purposes of Article 7 and 22 of the Securitisation Regulation the Servicer (on behalf of the Seller as the originator for the purposes of the Securitisation Regulation) will, to the extent it has not already done so, also make available the following information via the Securitisation Repository:

(i) the STS notification referred to in Article 27 of the Securitisation Regulation on the Reporting Website in accordance with the relevant timing requirements (including Article 22(5) of the Securitisation Regulation);

(ii) all underlying documentation required pursuant to Article 7(1)(b) of the Securitisation Regulation in accordance with the relevant timing requirements (including Article 22(5) of the Securitisation Regulation) to be published on the Reporting Website; and

(iii) once information on the environmental performance of the Vehicles relating to the Purchased Receivables is available and able to be reported, such information on an ongoing basis in order to comply with the requirements of Article 22(4) of the Securitisation Regulation.

(f) The Servicer (on behalf of the Seller as the originator for the purposes of the Securitisation Regulation) shall disclose any events which trigger changes in any of the Priority of Payments and any change in any of the Priority of Payments which will materially adversely affect the repayment of the Notes and/or payments on the Residual Certificates without undue delay to the extent required under Article 21(9) of the Securitisation Regulation via the Reporting Website.

Loan Level Data

In addition, under the Servicing Agreement, subject to the provisions of the Data Protection Laws, the Servicer shall, for as long as the Class A Notes or (if possible in accordance with the Bank of England eligibility criteria in force from time to time) any other Class of Notes otherwise satisfy the Bank of England eligibility criteria, make loan level data available in such a manner as required to comply with the Bank of England eligibility criteria and transparency criteria for asset backed securities (as set out in the Detailed Information Transparency for Asset-Backed Securities for Auto-loan ABS of 11 October 2019 as amended and applicable from time to time).

Credit and Collection Procedures

Pursuant to the Servicing Agreement, the Servicer shall be authorised to modify the terms of a Purchased Receivable in accordance with the terms of the relevant HP Agreement and its Credit and Collection Procedures, provided that where any such modification constitutes a Non-Permitted Variation, the Seller is required to exercise the Non-Permitted Variation Receivables Call Option in respect of, and repurchase, the relevant Purchased Receivable by no later than the Non-Permitted Variation Receivable Repurchase End Date in accordance with and subject to the Receivables Sale and Purchase Agreement.

A "**Non-Permitted Variation**" is any modification which has the effect of any of the following:

(a) reducing the Outstanding Principal Balance of the Purchased Receivable;

(b) sanctioning any kind of payment deferral;

(c) reducing the rate of interest payable by the Obligor or the total interest payable by the Obligor over the term of the Purchased Receivables;

(d) extending the term of the Purchased Receivable;

(e) reducing the total number of Monthly Payments; or

(f) providing for a final payment greater than the amount of any Monthly Payment preceding it, disregarding any option to purchase fees or credit acceptance fees,

but a Non-Permitted Variation shall not, for the avoidance of doubt, include any action taken with respect to the Servicer's arrears management process in accordance with its Credit and Collection Procedures, a COVID-19 Payment Deferral or pursuant to applicable law or regulation and/or the request of any competent regulatory authority (including, without limitation, the FCA COVID-19 Guidance and any supplementary, replacement or successor guidance thereto).

The Servicer agrees in the Servicing Agreement that no changes to the Credit and Collection Procedures shall be made and no additional and/or alternative policies or procedures may be adopted in relation to the Credit and Collection Procedures unless such a change or adoption (i) is made in accordance with the Servicer Standard of Care; and (ii) will not have a material adverse effect on the interests of the Servicer.

Any material change in the Credit and Collection Procedures or any of the Servicer's other processes and procedures which relate to the servicing or collection of the Purchased Receivables shall be notified in writing to the Issuer, the Security Trustee, the Standby Servicer and the Rating Agencies as soon as practicable after such change provided that, in determining whether a change is "material", regard shall be had to all changes made to the Credit and Collection Procedures of the Servicer since the Closing Date.

Based on the Seller's, the Servicer's and the Issuer's understanding of the spirit of Article 20(7) of the Securitisation Regulation and the EBA STS Guidelines applicable to Non-ABCP Securitisations:

(a) the Seller, the Servicer and the Issuer agree not to undertake active portfolio management of the Purchased Receivables included in the Portfolio on a discretionary basis; and

(b) the Seller's rights and obligations to sell Receivables to the Issuer and/or repurchased Receivables from the Issuer pursuant to the Receivables Sale and Purchase Agreement do not constitute active portfolio management for the purposes of such Article.

Termination of HP Agreement, Enforcement and administration of Insurance Claims

If an Obligor defaults on a Purchased Receivable, the Servicer will, in relation to such Defaulted Receivable and the enforcement of the relevant HP Agreement, comply in all material respects with the applicable Credit and Collection Procedures.

In relation to (i) any termination of an HP Agreement following default by the Obligor; (ii) any sale of a Vehicle following such termination; (iii) any early payment of all amounts outstanding under an HP Agreement by the relevant Obligor prior to the original maturity of the relevant HP Agreement; or (iv) any voluntary surrender by an Obligor of the Vehicle to which such HP Agreement relates prior to the scheduled maturity of the relevant HP Agreement, the Servicer will at all times materially comply with the relevant provisions of the applicable Credit and Collection Procedures.

The Servicer is authorised (until revocation of such authority by the Issuer and/or the Security Trustee) to bring or assert against the relevant insurance companies all Insurance Claims assigned to the Issuer pursuant to the Receivables Sale and Purchase Agreement, and is obliged to do so except to the extent inconsistent with its Credit and Collection Procedures. The Servicer shall not have any liability for the obligations of an Obligor under or pursuant to any Obligor Insurance.

Use of Third Parties

The Servicer may sub-contract or delegate any or all of its powers and obligations under the Servicing Agreement, provided that, *inter alia* such third party has and shall maintain all requisite licences, approvals, authorisations and consents, including without limitation any necessary notifications under the Data Protection Laws and permissions under the FSMA or any other regulatory licence or approval required to enable it to fulfil its obligations under or in connection with any such sub-contracting or delegation arrangement.

Servicing Expenses and Reimbursement of Enforcement Expenses

As consideration for the performance of the Services pursuant to the Servicing Agreement, the Servicer is entitled to a servicing fee of 1.00% per annum of the Aggregate Outstanding Principal Balance, calculated in accordance with the Servicing Agreement (the "**Servicing Fee**"). The Servicing Fee will be inclusive of any amounts in respect of VAT. The Servicing Fee will be paid by the Issuer in accordance with the applicable Priority of Payments in monthly instalments (or such longer period for the first instalment) on each Interest Payment Date with respect to the immediately preceding Calculation Period in arrear.

In addition, the Issuer will on each Interest Payment Date reimburse, in accordance with the applicable Priority of Payments, the Servicer for all reasonable out-of-pocket costs, expenses and charges (including any Irrecoverable VAT but excluding any amounts paid by the Servicer to any delegate or sub-contractor, other than out-of-pocket costs, expenses and charges incurred by any such delegate or sub-contractor which the Servicer would have been entitled to reimbursement of had it incurred such out-of-pocket costs, expenses and charges directly itself) properly incurred by the Servicer in the performance of the Services and which would not be recoverable (or which the Servicer has not been able to recover) under the terms of the applicable Receivables from the Obligor in respect of which such costs, expenses and charges are incurred.

Remittance of Collections

Under the terms of the Servicing Agreement, the Collections received by the Servicer (for the avoidance of doubt excluding any Excess Amounts or Excluded Amounts) in respect of a Calculation Period standing to the credit of a Collection Account will be remitted to the Transaction Account within 2 Business Days of the Servicer applying such Collections to an Obligor's account (or, in respect of Collections received on or after the Cut-Off Date but prior to the Closing Date, within 5 Business Days following the Closing Date (less the Financing Costs between the Cut-Off Date and the Closing Date)), or as otherwise directed by the Issuer or (following delivery of a Note Acceleration Notice or enforcement

of the Security) the Security Trustee. Until such transfer, the Servicer will hold the Collections and any other amount received on trust for the Issuer.

Termination of appointment and resignation of the Servicer

Upon the occurrence of any Servicer Termination Event, the Issuer and the Security Trustee will have the right to remove Blue as Servicer. If the appointment of Blue is terminated, the Issuer will (i) deliver a notice to invoke the Standby Servicer, which, upon completion of the procedures contemplated by the Standby Servicer Agreement, is expected to assume responsibility for the administration of the Purchased Receivables on the terms of the Replacement Servicing Agreement, or (ii) if there is no Standby Servicer or the Standby Servicer is for any reason unable to assume responsibility for the administration of the Purchased Receivables, subject to there being sufficient funds available for the Issuer to obtain expert assistance, use all reasonable endeavours to appoint a replacement Servicer to perform the obligations which Blue agrees to provide under the Servicing Agreement.

The appointment of the Servicer may be terminated without the occurrence of a Servicer Termination Event upon at least six months' prior written notice given to the Servicer by (i) (prior to the delivery of a Note Acceleration Notice or notice that the Security Trustee has taken any action to enforce the Security only) the Issuer and the Security Trustee or (ii) (after delivery of a Note Acceleration Notice or notice that the Security Trustee has taken any action to enforce the Security) the Security Trustee, provided that such notice may not be given prior to the date falling three calendar months after the Closing Date.

The Servicer may also resign its appointment on not less than 12 months' written notice to the Issuer, the Seller, the Security Trustee and the Standby Servicer (with a copy being sent to the Cash Manager and the Rating Agencies), provided that such resignation shall not take effect until the Issuer and the Security Trustee consent in writing to such resignation and the Standby Servicer or replacement servicer has been appointed as Servicer.

Other than the Standby Servicer, an entity may only be appointed as replacement servicer if certain conditions are fulfilled, including:

(a) it has experience of administering receivables reasonably similar to the Purchased Receivables being administered by the Servicer in England, Wales and Scotland or is able to demonstrate that it has the capability to administer receivables reasonably similar to the Purchased Receivables being administered by the Servicer in England, Wales and Scotland;

(b) it is willing to enter into an agreement with the parties to the Servicing Agreement (other than Blue in its capacity as Servicer) which provides for the replacement servicer to be remunerated at such a rate as is agreed by the Issuer but which does not exceed the rate then commonly charged by providers of services of the kind described in the Servicing Agreement and required by the Servicing Agreement to be provided by the Servicer and is otherwise on substantially the same terms as those of the Servicing Agreement; and

(c) the Rating Agencies are notified of such identification and intended appointment and have indicated that such appointment would not result in the reduction, qualification or withdrawal of the then current ratings of the Rated Notes.

According to the Servicing Agreement, the appointment of the Servicer is, *inter alia*, automatically terminated in the event that an Insolvency Event occurs in respect of the Servicer and such event shall constitute a Perfection Event.

The outgoing Servicer and the Issuer will execute such documents and take such actions as the Issuer may require for the purpose of transferring to the Standby Servicer or the replacement Servicer (as applicable) the rights and obligations of the outgoing Servicer, assumption by the Standby Servicer of responsibility for performance of the services contemplated by the Replacement Servicing Agreement or by any replacement Servicer of the specific obligations of a replacement Servicer under the Servicing Agreement and releasing the outgoing Servicer from its future obligations under the Servicing Agreement. Upon termination of the Servicing Agreement with respect to the Servicer or resignation of the Servicer thereunder and the invocation of the Standby Servicer or the appointment of a replacement Servicer (as applicable), the Servicer will transfer to the Standby Servicer or the replacement Servicer (as applicable) all Purchased Receivable Records and any and all related material, documentation and information.

Any termination or resignation of the appointment of the Servicer or of the Standby Servicer or a replacement Servicer will be notified by the Issuer to the Servicer or Standby Servicer (as applicable), the Rating Agencies, the Security Trustee, the Paying Agent, the Interest Determination Agent, the Account Bank, the Cash Manager and the Cap Provider.

Governing Law

The Servicing Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law but any term particular to the law of Scotland will be construed in accordance with the laws of Scotland.

3. **STANDBY SERVICER AGREEMENT**

On the Closing Date, pursuant to the Standby Servicer Agreement between, among others, the Issuer, the Servicer, the Standby Servicer and the Security Trustee, the Standby Servicer will be appointed by the Issuer and the Security Trustee to provide certain standby services in respect of the Purchased Receivables.

Within 30 days of entering into the Standby Servicer Agreement, the Standby Servicer shall, among other things, complete the testing of amendments to the direct debit instructions and confirm that, if required by the Issuer or Security Trustee, it will be capable of instructing each Obligor to make payments directly to the Transaction Account. The Standby Servicer will also review and complete any procedures required in order to produce the Servicing Report and be able to replicate the Servicing Report, if requested by the Issuer or the Security Trustee, within 15 calendar days of such request.

Invocation

If, following a Servicer Termination Event, the Issuer or the Security Trustee terminates the Servicer's appointment under the Servicing Agreement by notice in writing or if, in the case of an Insolvency Event occurring in respect of the Servicer, the Servicer's appointment is terminated automatically (the "**Replacement Trigger**"), the Issuer shall deliver written notice to the Standby Servicer (a "**Standby Servicer Notice**") requesting that the Standby Servicer assume responsibility for servicing the Purchased Receivables, on and subject to the terms of a replacement Servicing Agreement, the form of which is set out in Schedule 2 (*Replacement Servicing Agreement*) to the Standby Servicer Agreement.

The Standby Servicer agrees to carry out the Invocation Plan which forms part of the Standby Servicer Agreement and, upon completion of the relevant activities referred to therein, assume responsibility for servicing the Purchased Receivables, in each case within 30 days of the date of the Standby Servicer Notice (the "**Standby Servicer Succession Date**").

Following the occurrence of a Replacement Trigger until the Standby Servicer Succession Date, the Servicer agrees to provide at its own cost all such assistance, and access to all such hardware, software, processes, staff and facilities of the Servicer as the Standby Servicer may reasonably require to facilitate the assumption of responsibility for servicing the Purchased Receivables by the Standby Servicer. The Standby Servicer will conduct an annual review of the Invocation Plan and update such Invocation Plan as necessary.

So long as the Servicer remains appointed under the Servicing Agreement, the Servicer undertakes:

(a) to ensure that at any time between annual reviews it is able upon reasonable notice, to provide its data to the Standby Servicer in an agreed format as the same may have been modified at the immediately preceding annual review; and

(b) to provide, upon execution of the Standby Servicer Agreement and monthly thereafter, reports to the Standby Servicer (in such form as may be agreed between the Servicer and the Standby Servicer) containing such data relating to the Obligors of the Purchased Receivables and their Ancillary Rights as is required to enable the Standby Servicer to notify the Obligors of the assignment of the Purchased Receivables following the occurrence of a Perfection Event.

Limitation of liability of the Standby Servicer

Subject to the general exclusions of liability of the Standby Servicer as set out in the Standby Servicer Agreement, the Standby Servicer's entire liability in contract, negligence, tort, statute, restitution or otherwise arising out of or in connection with the Standby Servicer Agreement is limited to in aggregate to (i) in the event of losses arising from the breach of Data Protection Laws, 300% of the total monies paid or payable by the Issuer to the Standby Servicer per year, unless such liability is occasioned by the wilful misconduct, gross negligence or fraud of the Standby Servicer; or (ii) in the event of all other losses, 100% of the total monies paid or payable by the Issuer to the Standby Servicer per year, unless such liability is occasioned by the wilful misconduct, gross negligence or fraud of the Standby Servicer.

Termination by the Standby Servicer

The Standby Servicer is entitled to terminate the Standby Servicer Agreement upon written notice provided that a suitably experienced replacement has been appointed and the Standby Servicer has provided such replacement standby servicer all information and resources reasonably required to perform the obligations of the standby servicer. The Standby Servicer may terminate the Standby Servicer Agreement without regard to the foregoing provisos upon at least six months' prior written notice if any sum due to the Standby Servicer remains unpaid 30 calendar days after the notice of the same is given to the Servicer, the Issuer and Security Trustee.

Termination by the Issuer or Security Trustee

The Servicer (with the prior written consent of the Issuer and the Security Trustee) and/or the Issuer (prior to the service of a Note Acceleration Notice on the Issuer or notice that the Security Trustee has taken any action to enforce the Security) and/or the Security Trustee (after the service of a Note Acceleration Notice on the Issuer or notice that the Security Trustee has taken any action to enforce the Security) may terminate the Standby Servicer Agreement upon 30 days' prior written notice (or 90 days' prior written notice following the occurrence of a Servicer Termination Event or the receipt by the Standby Servicer of the Standby Servicer Notice), provided that such minimum notice periods shall not apply if the Standby Servicer becomes insolvent. The Standby Servicer Agreement may also be terminated forthwith if a material breach or default is made by the Standby

Servicer in the performance of its obligations thereunder or under the Replacement Servicing Agreement, subject to a 30 day grace period where such breach is capable of remedy.

Governing law

The Standby Servicer Agreement and any non-contractual obligations arising out of or in connection with the Standby Servicer Agreement are governed by and construed in accordance with English law.

4. CASH MANAGEMENT AGREEMENT

On or before the Closing Date, the Issuer, the Cash Manager, the Servicer, the Note Trustee and the Security Trustee will enter into the Cash Management Agreement pursuant to which Citibank, N.A., London Branch will be appointed to act as the Cash Manager in respect of amounts standing from time to time to the credit of the Issuer Accounts and arrange for payments to be made on behalf of the Issuer from such accounts in accordance with the Priority of Payments.

Cash Management Services

The Cash Manager is required to manage the operation of the Issuer Accounts, and in each case give instructions to the Account Bank to enable it to perform its obligations. The Cash Manager shall additionally perform certain calculations required under the Cash Management Agreement necessary for the determination and payment of the various cash flows and shall be responsible for applying such payments in accordance with the Priority of Payments and the Cash Management Agreement.

Pursuant to the Cash Management Agreement, the Cash Manager will provide, *inter alia*, the following cash management services to the Issuer:

(a) determining such amounts as are expressed to be calculations and determinations made by the Cash Manager in accordance with the Conditions of the Notes, the Residual Certificate Conditions and the Transaction Documents; and

(b) determining the amounts of Available Revenue Receipts and Available Principal Receipts to be applied on each Interest Payment Date and applying or causing to be applied Available Revenue Receipts and Available Principal Receipts in accordance with the applicable Priority of Payments set out in the Cash Management Agreement or, as applicable, the Deed of Charge.

The Cash Manager will maintain the following ledgers:

(a) on the Reserve Fund, the "**Reserve Fund Ledger (Class A)**", the "**Reserve Fund Ledger (Class B)**", the "**Reserve Fund Ledger (Class C)**", the "**Reserve Fund Ledger (Class D)**", the "**Reserve Fund Ledger (Class E)**" and the "**Reserve Fund Ledger (Class F)**", which record all payments to and withdrawals from the Reserve Fund 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, respectively;

(b) the "**Principal Deficiency Ledger**" (and the "**Principal Deficiency Sub-ledger (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)**" and "**Principal Deficiency Sub-ledger (Class F)**" as sub-ledgers), which records Gross Losses arising from Defaulted Receivables and Voluntarily Terminated Receivables in the Portfolio; and

(c) on the Transaction Account, the "**Issuer Profit Ledger**" which records (A) as a credit all amounts retained as Issuer Profit Amount in accordance with item (a) of the Pre-Acceleration Revenue Priority of Payments or item (j) of the Post-Acceleration Priority of Payments, as the case may be; and (B) as a debit any payments in respect of Tax to any relevant taxing or fiscal authority or agency and any dividend payments to the Issuer's shareholder (up to the credit balance standing to the Issuer Profit Ledger).

Under the terms of the Cash Management Agreement, prior to the service of a Note Acceleration Notice, the Cash Manager (as directed by the Seller) on any Business Day will be permitted to make withdrawals (each a "**Permitted Revenue Withdrawal**") from the Transaction Account in respect of the Excess Recoveries Amounts, Excess Amounts or Excluded Amounts provided that any such withdrawals shall: (1) in any Calculation Period only be made up to a maximum aggregate amount equal to the Revenue Receipts received in such Calculation Period and (2) be deemed to be made prior to application of the applicable Priority of Payments, and for the avoidance of doubt, such amount shall not be included as Available Revenue Receipts.

On or before each Interest Payment Date, the Cash Manager will:

(a) record amounts as appropriate on the Principal Deficiency Ledger by:

(i) crediting the Principal Deficiency Sub-ledger (Class A) by an amount equal to the amounts transferred under item (f) of the Pre-Acceleration Revenue Priority of Payments on such Interest Payment Date;

(ii) crediting the Principal Deficiency Sub-ledger (Class B) by an amount equal to the amounts transferred under item (i) of the Pre-Acceleration Revenue Priority of Payments on such Interest Payment Date;

(iii) crediting the Principal Deficiency Sub-ledger (Class C) by an amount equal to the amounts transferred under item (l) of the Pre-Acceleration Revenue Priority of Payments on such Interest Payment Date;

(iv) crediting the Principal Deficiency Sub-ledger (Class D) by an amount equal to the amounts transferred under item (o) of the Pre-Acceleration Revenue Priority of Payments on such Interest Payment Date;

(v) crediting the Principal Deficiency Sub-ledger (Class E) by an amount equal to the amounts transferred under item (r) of the Pre-Acceleration Revenue Priority of Payments on such Interest Payment Date;

(vi) crediting the Principal Deficiency Sub-ledger (Class F) by an amount equal to the amounts transferred under item (u) of the Pre-Acceleration Revenue Priority of Payments on such Interest Payment Date;

(vii) debiting the Principal Deficiency Ledger by an amount equal to the aggregate of the Gross Losses arising from Defaulted Receivables and Voluntarily Terminated Receivables, in the following order:

(A) first, to the Principal Deficiency Sub-ledger (Class F) until the debit balance thereon is equal to the then Outstanding Note Principal Amount of the Class F Notes;

(B) second, to the Principal Deficiency Sub-ledger (Class E) until the debit balance thereon is equal to the then Outstanding Note Principal Amount of the Class E Notes;

(C) third, to the Principal Deficiency Sub-ledger (Class D) until the debit balance thereon is equal to the then Outstanding Note Principal Amount of the Class D Notes;

(D) fourth, to the Principal Deficiency Sub-ledger (Class C) until the debit balance thereon is equal to the then Outstanding Note Principal Amount of the Class C Notes;

(E) fifth, to the Principal Deficiency Sub-ledger (Class B) until the debit balance thereon is equal to the then Outstanding Note Principal Amount of the Class B Notes; and

(F) sixth, to the Principal Deficiency Sub-ledger (Class A) until the debit balance thereon is equal to the then Outstanding Note Principal Amount of the Class A Notes; and

(b) record amounts as appropriate on the Reserve Fund Ledger (Class A), Reserve Fund Ledger (Class B), Reserve Fund Ledger (Class C), Reserve Fund Ledger (Class D), Reserve Fund Ledger (Class E) and Reserve Fund Ledger (Class F) as follows, with all credits being made first to the Reserve Fund Ledger (Class A), then to the Reserve Fund Ledger (Class B), then to the Reserve Fund Ledger (Class C), then to the Reserve Fund Ledger (Class D), then to the Reserve Fund Ledger (Class E) and then to the Reserve Fund Ledger (Class F) and all debits being made first to the Reserve Fund Ledger (Class F), then to the Reserve Fund Ledger (Class E), then to the Reserve Fund Ledger (Class D), then to the Reserve Fund Ledger (Class C), then to the Reserve Fund Ledger (Class B) and then to the Reserve Fund Ledger (Class A):

(i) crediting the Reserve Fund Ledger (Class A) by an amount equal to the aggregate of:

(A) the amount available from the part of the proceeds of the Class X Notes on the Closing Date available for the Reserve Fund Ledger (Class A); and

(B) payments made in accordance with item (e) of the Pre-Acceleration Revenue Priority of Payments;

(ii) crediting the Reserve Fund Ledger (Class B) by an amount equal to the aggregate of:

(A) the amount available from the part of the proceeds of the Class X Notes on the Closing Date available for the Reserve Fund Ledger (Class B); and

(B) payments made in accordance with item (h) of the Pre-Acceleration Revenue Priority of Payments;

(iii) crediting the Reserve Fund Ledger (Class C) by an amount equal to the aggregate of:

(A) the amount available from the part of the proceeds of the Class X Notes on the Closing Date for the Reserve Fund Ledger (Class C); and

(B) payments made in accordance with item (k) of the Pre-Acceleration Revenue Priority of Payments;

(iv) crediting the Reserve Fund Ledger (Class D) by an amount equal to the aggregate of:

(A) the amount available from the part of the proceeds of the Class X Notes on the Closing Date for the Reserve Fund Ledger (Class D); and

(B) payments made in accordance with item (n) of the Pre-Acceleration Revenue Priority of Payments;

(v) crediting the Reserve Fund Ledger (Class E) by an amount equal to the aggregate of:

(A) the amount available from the part of the proceeds of the Class X Notes on the Closing Date for the Reserve Fund Ledger (Class E); and

(B) payments made in accordance with item (q) of the Pre-Acceleration Revenue Priority of Payments;

(vi) crediting the Reserve Fund Ledger (Class F) by an amount equal to the aggregate of:

(A) the amount available from the part of the proceeds of the Class X Notes on the Closing Date for the Reserve Fund Ledger (Class F); and

(B) payments made in accordance with item (t) of the Pre-Acceleration Revenue Priority of Payments;

(vii) debiting the Reserve Fund Ledger (Class A) by an amount equal to the aggregate of amounts drawn from the Reserve Fund (1) on each Interest Payment Date from the Closing Date for application under items (a) to (d) (inclusive) of the Pre-Acceleration Revenue Priority of Payments, (2) on the Final Class A Interest Payment Date, the date on which the Aggregate Outstanding Principal Balance is zero and the Legal Maturity Date, being all amounts on the Reserve Fund Ledger (Class A), for application as Available Revenue Receipts and (3) on each Interest Payment Date from the Closing Date on which there is a Reserve Fund Excess Amount, such excess for application as Available Revenue Receipts, in each case until the Reserve Fund Ledger (Class A) is zero;

(viii) debiting the Reserve Fund Ledger (Class B) by an amount equal to the aggregate of amounts drawn from the Reserve Fund (1) on each Interest Payment Date from the Closing Date for application under items (a) to (c) (inclusive) and (g) of the Pre-Acceleration Revenue Priority of Payments, (2) on the Final Class B Interest Payment Date, on the date on which the Aggregate Outstanding Principal Balance is zero and the Legal Maturity Date, being all amounts on the Reserve Fund Ledger (Class B), for

application as Available Revenue Receipts and (3) on each Interest Payment Date from the Closing Date on which there is a Reserve Fund Excess Amount, such excess for application as Available Revenue Receipts, in each case until the Reserve Fund Ledger (Class B) is zero;

(ix) debiting the Reserve Fund Ledger (Class C) by an amount equal to the aggregate of amounts drawn from the Reserve Fund (1) on each Interest Payment Date from the Closing Date for application under items (a) to (c) (inclusive) and (j) of the Pre-Acceleration Revenue Priority of Payments, (2) on the Final Class C Interest Payment Date, on the date on which the Aggregate Outstanding Principal Balance is zero and the Legal Maturity Date, being all amounts on the Reserve Fund Ledger (Class C), for application as Available Revenue Receipts and (3) on each Interest Payment Date from the Closing Date on which there is a Reserve Fund Excess Amount, such excess for application as Available Revenue Receipts, in each case until the Reserve Fund Ledger (Class C) is zero;

(x) debiting the Reserve Fund Ledger (Class D) by an amount equal to the aggregate of amounts drawn from the Reserve Fund (1) on each Interest Payment Date from the Closing Date for application under items (a) to (c) (inclusive) and (m) of the Pre-Acceleration Revenue Priority of Payments and (2) on the Final Class D Interest Payment Date, on the date on which the Aggregate Outstanding Principal Balance is zero and the Legal Maturity Date, being all amounts on the Reserve Fund Ledger (Class D), for application as Available Revenue Receipts and (3) on each Interest Payment Date from the Closing Date on which there is a Reserve Fund Excess Amount, such excess for application as Available Revenue Receipts, in each case until the Reserve Fund Ledger (Class D) is zero;

(xi) debiting the Reserve Fund Ledger (Class E) by an amount equal to the aggregate of amounts drawn from the Reserve Fund (1) on each Interest Payment Date from the Closing Date for application under items (a) to (c) (inclusive) and (p) of the Pre-Acceleration Revenue Priority of Payments and (2) on the Final Class E Interest Payment Date, on the date on which the Aggregate Outstanding Principal Balance is zero and the Legal Maturity Date, being all amounts on the Reserve Fund Ledger (Class E), for application as Available Revenue Receipts and (3) on each Interest Payment Date from the Closing Date on which there is a Reserve Fund Excess Amount, such excess for application as Available Revenue Receipts, in each case until the Reserve Fund Ledger (Class E) is zero; and

(xii) debiting the Reserve Fund Ledger (Class F) by an amount equal to the aggregate of amounts drawn from the Reserve Fund (1) on each Interest Payment Date from the Closing Date for application under items (a) to (c) (inclusive) and (s) of the Pre-Acceleration Revenue Priority of Payments and (2) on the Final Class F Interest Payment Date, on the date on which the Aggregate Outstanding Principal Balance is zero and the Legal Maturity Date, being all amounts on the Reserve Fund Ledger (Class F), for application as Available Revenue Receipts and (3) on each Interest Payment Date from the Closing Date on which there is a Reserve Fund Excess Amount, such excess for application as Available Revenue Receipts, in each case until the Reserve Fund Ledger (Class F) is zero.

Reporting

Subject to receipt of the Monthly Report, the Cash Manager will prepare the Monthly Investor Report.

Subject to receipt of the SR Servicer Data Tape on each Reporting Date, the Cash Manager will prepare the SR Investor Report in respect of the immediately preceding Calculation Period.

Prior to the Template Effective Date, the SR Investor Report will contain the information required in Annex XII of SR RTS Delegated Regulation and shall be substantially in the form set out in the Cash Management Agreement.

The Servicer shall monitor if ESMA or any relevant regulatory or competent authority publishes or amends any required reporting templates under the Securitisation Regulation, including the occurrence of the Template Effective Date, and will make an SR Reporting Notification to the Issuer, the Note Trustee and the Cash Manager if any such change occurs.

Following the SR Reporting Notification:

(a) if there are no material differences (to be determined by the Cash Manager acting reasonably) between the form of the report set out in Annex XII of the SR RTS Delegated Regulation and the Final Template, the SR Investor Report shall be in the form of the Final Template; or

(b) if there are material differences (to be determined by the Cash Manager acting reasonably) between the form of the report set out in Annex XII of the SR RTS Delegated Regulation and the Final Template, the Cash Manager shall notify the Issuer and the Servicer of such material differences and the Servicer shall propose in writing to the Cash Manager the method for dealing with such material differences (whether they relate to form, timing, frequency of distribution, method of distribution and content of the SR Investor Report or otherwise). The Cash Manager shall consult with the Servicer and, if it agrees to provide the SR Investor Report on such proposed terms, the Cash Manager shall confirm in writing to the Servicer and the Cash Manager shall prepare the SR Investor Report in the form agreed. If the Cash Manager does not agree to provide the SR Investor Report on such proposed terms, the Issuer may appoint the SR Reporting Provider, with any fees and expenses incurred by the Issuer as a result of such appointment being payable in accordance with the relevant Priority of Payments.

The Cash Manager shall make the Monthly Investor Report and the SR Investor Report available to the Issuer, the Servicer, the Seller, Noteholders, the Certificateholders, the Cap Provider and the Rating Agencies by publication on the structured finance website https://sf.citidirect.com/ on each Interest Payment Date.

The Cash Manager (or the SR Reporting Provider) shall make the SR Investor Report available to the Noteholders, the Certificateholders, the competent authorities and, upon request, to potential noteholders and potential certificateholders by emailing such information to the Securitisation Repository in order for the Securitisation Repository to procure the publication of such information on the Reporting Website on each Interest Payment Date.

Determinations and Reconciliation

The Cash Manager will agree to make the following determinations if the Servicer fails to

provide a Monthly Report on or prior to a Reporting Date and to calculate the following reconciliations once such Monthly Report is available:

(a) If the Cash Manager does not receive a Monthly Report with respect to the related Calculation Period on or prior to the related Reporting Date (each such period, a "**Determination Period**"), then the Cash Manager shall use the Monthly Report in respect of the three most recent Calculation Periods in respect of which all relevant Monthly Reports are available (or, where there are not at least three such previous Calculation Periods, any such previous Calculation Periods) for the purposes of calculating the amounts available to the Issuer to make payments, as set out in paragraph (b) below. When the Cash Manager receives the Monthly 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 Event of Default 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:

(i) determine the Interest Determination Ratio by reference to the three most recent Calculation Periods in respect of which all relevant Monthly Reports are available (or, where there are not at least three such previous Calculation Periods, any such previous Calculation Periods) received in the preceding Calculation 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**").

(c) Following the end of any Determination Period, upon receipt by the Cash Manager of the relevant Monthly 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 Monthly 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) (1) actual Revenue Receipts, as determined in accordance with the available Monthly Reports, less (2) the amount required in respect of the Calculation Period to pay items (a) to (f)

of the Pre-Acceleration Principal Priority of Payments, 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 and the Security Trustee of such Reconciliation Amount.

Termination of appointment of Cash Manager

The Issuer may terminate the appointment of the Cash Manager under the Cash Management Agreement upon the occurrence of a Cash Manager Termination Event.

A "**Cash Manager Termination Event**" means the occurrence of any one of the following events:

(a) the Cash Manager fails to instruct a deposit or payment, when such instruction is required to be made by it under the Cash Management Agreement and such failure remains unremedied for three Business Days (where capable of remedy) following the Cash Manager having actual knowledge of, or being notified in writing of, such failure;

(b) a default is made by the Cash Manager in the performance or observance of any of its other covenants and obligations under the Cash Management Agreement, which in the opinion of the Security Trustee is materially prejudicial to the interests of the Secured Creditors and, where capable of remedy, such default continues unremedied for a period of 30 Business Days after the earlier of the Cash Manager having actual knowledge of such default and receipt by the Cash Manager of written notice from the Issuer or the Security Trustee, as applicable, requiring the same to be remedied;

(c) it is or will become unlawful for the Cash Manager to perform or comply with any of its obligations under the Cash Management Agreement; or

(d) an Insolvency Event occurs in respect of the Cash Manager.

The Cash Manager may also resign its appointment on no less than 90 calendar days' written notice to the Issuer, the Seller, the Servicer and the Security Trustee with a copy being sent to the Rating Agencies.

No termination or resignation of the Cash Manager will be effective until the Issuer has appointed a new cash manager (the "**Replacement Cash Manager**"). In accordance with the terms of the Cash Management Agreement, any Replacement Cash Manager, must:

(a) in the reasonable opinion of the Issuer (which shall be certified by the Issuer to the Security Trustee) have experience of cash management in relation to auto finance agreements in England, Wales and Scotland;

(b) be approved by the Servicer; and

(c) enter into an agreement (the "**Replacement Cash Management Agreement**") on terms substantially similar to those of the Cash Management Agreement, provided that (i) where the Issuer determines that it is not practicable, taking into account the then prevailing market conditions, to agree terms substantially similar to those set out in the Cash Management Agreement, the Issuer shall have certified in writing to the Note Trustee and the Security Trustee (upon which certificate the Note Trustee and the Security Trustee shall be entitled to rely absolutely and without further enquiry or liability) that, to the extent the terms (including the fees payable to the Cash Manager) are not substantially similar to those set out in the Cash Management Agreement as aforementioned, such terms are fair and commercial terms taking into account the then prevailing current market conditions, which certificate shall be conclusive and binding on all parties and (ii) neither the Note Trustee nor the Security Trustee shall be obliged to enter into any such arrangements which, in the sole opinion of the Note Trustee or the Security Trustee (as applicable) would have the effect of (A) exposing the Note Trustee or the Security Trustee (as applicable) to any liability against which it has not been indemnified and/or secured and/or prefunded to its satisfaction or (B) increasing the obligations or duties, or decreasing the rights, powers, authorities, indemnification or protections, of the Note Trustee or the Security Trustee in the Transaction Documents.

The Security Trustee shall give its consent to the appointment of a Replacement Cash Manager on receipt of a certificate from the Issuer confirming such Replacement Cash Manager satisfies the criteria set out in paragraphs (a) and (c) above.

Where no suitable entity is found that satisfies the criteria set out above, the Issuer shall notify the Security Trustee and the Servicer and the Security Trustee shall consent to the appointment of an entity as Replacement Cash Manager only where the Security Trustee has been directed to do so by the Instructing Party.

None of the Note Trustee, the Security Trustee or the resigning Cash Manager shall be responsible or have any liability if a Replacement Cash Manager cannot be found or appointed in accordance with the terms of the Cash Management Agreement.

The Cash Manager has undertaken to indemnify each of the Issuer, the Note Trustee and the Security Trustee on demand on an after Tax basis for any properly incurred expense and any loss or liability suffered or incurred by any of them as a direct result of the fraud, gross negligence or wilful default of the Cash Manager in carrying out its functions as Cash Manager other than where such loss or liability suffered or incurred by any of them is a direct result of the gross negligence, fraud or wilful default of the Issuer, the Note Trustee or the Security Trustee (as applicable).

In accordance with the terms of the Cash Management Agreement, the Issuer will pay to the Cash Manager for its services a cash management fee as set out in a fee letter entered into on or prior to the Closing Date between the Issuer and the Cash Manager (the "**Cash Management Fee**").

Governing Law

The Cash Management Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.

5. AGENCY AGREEMENT

On the Closing Date, pursuant to the Agency Agreement, the Issuer will appoint the Paying Agent to act as paying agent with respect to the Notes and the Residual

Certificates and to forward payments to be made by the Issuer to the Noteholders and Certificateholders and will appoint the Interest Determination Agent to act as interest determination agent to determine the relevant SONIA rate on each Interest Determination Date and provide such figure, among other matters, to the Cash Manager and the Servicer. Pursuant to the terms of the Agency Agreement, the Issuer will appoint the Registrar and the Registrar will agree to, among other things, maintain a register in respect of the Notes and the Residual Certificates.

The functions, rights and duties of the Paying Agent and the Interest Determination Agent are set out in the Conditions. See "*CONDITIONS OF THE NOTES*" and *"CONDITIONS OF THE RESIDUAL CERTIFICATES"*.

The Agency Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.

6. **CORPORATE SERVICES AGREEMENT**

Pursuant to a Corporate Services Agreement dated the Closing Date, the Corporate Services Provider provides the Issuer and Holdings with certain corporate and administrative functions. Such services include, *inter alia*, providing the directors of the Issuer and Holdings, keeping the corporate records, convening director's meetings, providing registered office facilities and suitable office accommodation, preparing and filing all statutory and annual returns, preparing the financial statements and performing certain other corporate administrative services against payment of a fee, which shall be paid in accordance with the applicable Priority of Payments, (the "**Corporate Services**").

The Corporate Services Provider may resign, or its appointment may be terminated by the Issuer and Holdings, upon three months' prior written notice. Additionally, the Issuer and Holdings (with the prior written consent of the Security Trustee) have the right to terminate the Corporate Services Provider's appointment forthwith at any time by notice in writing upon the occurrence of certain events, including a material breach of the Corporate Services Agreement by the Corporate Services Provider (such breach not remedied within 30 days), various insolvency events in respect of the Corporate Services Provider or the Corporate Services Provider's ceasing or threatening to cease to carry on its business. The Corporate Services Provider may also resign forthwith at any time if the Issuer or Holdings commits a material breach of any of the terms or conditions of the Corporate Services Agreement or any of the Transaction Documents and fails to remedy the same within 30 days. No such termination shall take effect until a substitute Corporate Services Provider with experience in the provision of services similar to the Corporate Services has been appointed.

The Corporate Services Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.

7. **BANK ACCOUNT AGREEMENT**

On the Closing Date, pursuant to the Bank Account Agreement, the Account Bank will be appointed by the Issuer and will act as agent of the Issuer to hold the Issuer Accounts for the Issuer. During the life of the Transaction, the Account Bank shall maintain at least the Required Rating.

The functions, rights and duties of the Account Bank are set out in the Bank Account Agreement.

Transaction Account

The Transaction Account of the Issuer will be maintained with the Account Bank.

The Servicer will be required to remit all Collections in respect of a Calculation Period standing to the credit of a Collection Account to the Transaction Account within 2 Business Days of the Servicer applying such Collections to an Obligor's account (or, in respect of Collections received on or after the Cut-Off Date but prior to the Closing Date, within 5 Business Days following the Closing Date (less the Financing Costs between the Cut-Off Date and the Closing Date)), or as otherwise directed by the Issuer or (following delivery of a Note Acceleration Notice or enforcement of the Security) the Security Trustee. The Issuer will use the Collections (other than any Excess Amounts, Excluded Amounts or, if relevant, Excess Recoveries Amounts) standing to the credit of the Transaction Account together with the other amounts forming the Available Principal Receipts and Available Revenue Receipts and the Cash Manager will apply those amounts on each Interest Payment Date according to the applicable Priority of Payments.

On each Interest Payment Date, in accordance with the Priority of Payments, the Cash Manager will instruct payment to the Issuer Profit Ledger any Issuer Profit Amount paid in accordance with the applicable Priority of Payments. Amounts may be debited from the Issuer Profit Ledger from time to time for any payments in respect of Tax to any relevant taxing or fiscal authority or agency and any dividend payments to the Issuer's shareholder.

Reserve Fund

The Reserve Fund of the Issuer will be maintained with the Account Bank.

The amount standing to the credit of the Reserve Fund as of the Closing Date will be GBP 2,351,430.60 in relation to the Reserve Fund Ledger (Class A), GBP 264,150.00 in relation to the Reserve Fund Ledger (Class B), GBP 169,820.00 in relation to the Reserve Fund Ledger (Class C), GBP 56,610.00 in relation to the Reserve Fund Ledger (Class D), GBP 70,760.00 in relation to the Reserve Fund Ledger (Class E) and GBP 61,320.00 in relation to the Reserve Fund Ledger (Class F).

The Issuer will use the amounts standing to the credit of the Reserve Fund together with the other amounts forming the Available Revenue Receipts and will apply those amounts according to the applicable Priority of Payments.

On each Interest Payment Date, prior to the delivery of a Note Acceleration Notice, the Issuer will credit to each of the Reserve Fund Ledger (Class A), the Reserve Fund Ledger (Class B), the Reserve Fund Ledger (Class C), the Reserve Fund Ledger (Class D), the Reserve Fund Ledger (Class E) and the Reserve Fund Ledger (Class F) an amount such that the amount standing to the credit of that ledger is equal to the Reserve Fund Required Amount (Class A), the Reserve Fund Required Amount (Class B), the Reserve Fund Required Amount (Class C), the Reserve Fund Required Amount (Class D), the Reserve Fund Required Amount (Class E) and the Reserve Fund Required Amount (Class F), respectively, subject to the Available Revenue Receipts and in accordance with the Pre-Acceleration Revenue Priority of Payments.

The amounts standing to the credit of the Reserve Fund Ledger (Class A), the Reserve Fund Ledger (Class B), the Reserve Fund Ledger (Class C), the Reserve Fund Ledger (Class D), the Reserve Fund Ledger (Class E) and the Reserve Fund Ledger (Class F) from time to time will serve as liquidity support for 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, respectively, and in each case certain senior expenses ranking in priority thereto throughout the life of the transaction.

Through the Principal Deficiency Ledger, each Class of Collateralised Notes will also benefit from credit enhancement in the form of amounts to be released from the Reserve Fund (i) as applicable from the Reserve Fund Excess Amount made available in the Available Revenue Receipts, (ii) on the relevant Final Class Interest Payment Date in respect of each Class (up to the balance of the sub-ledger of the Reserve Fund relating to that Class), the Legal Maturity Date and the date on which the Aggregate Outstanding Principal Balance is zero and (iii) following service of a Note Acceleration Notice.

Any Reserve Fund Excess Amount shall be released on each Interest Payment Date and applied as Available Revenue Receipts in accordance with the Pre-Acceleration Revenue Priority of Payments. On the Interest Payment Date on which the Clean-Up Call is exercised the entire Reserve Fund balance shall be applied as Available Revenue Receipts in addition to all other Available Revenue Receipts on such Interest Payment Date. On the Final Class Interest Payment Date in respect of a Class of Notes, the balance standing to the credit of the applicable sub-ledger of the Reserve Fund in relation to that Class of Notes will be released and applied as Available Revenue Receipts on such Final Class Interest Payment Date.

Following the service of a Note Acceleration Notice on the Issuer the balance standing to the credit of the Reserve Fund will be applied in accordance with the Post-Acceleration Priority of Payments.

Cap Collateral Account

The Cap Collateral Account of the Issuer will be maintained with the Account Bank.

If the Cap Provider ceases to be an Eligible Cap Provider, the Cap Provider shall take action in accordance with the Cap Agreement, including posting eligible collateral into the interest-bearing Cap Collateral Account in accordance with the provisions of the Cap Agreement.

The deposit in the Cap Collateral Account shall not constitute Collections and shall secure solely the payment obligations of the Cap Provider to the Issuer under the Cap Agreement and not any obligations of the Issuer.

The amounts in the Cap Collateral Account will be applied in or towards satisfaction of the Cap Provider's obligations to the Issuer upon termination of the Cap Agreement. Any Excess Cap Collateral shall not be available to Secured Creditors and shall be returned to such Cap Provider outside the Priority of Payments.

Any amount standing to the credit of the Cap Collateral Account which exceeds any required collateral amounts will be paid back by the Issuer (or by the Cash Manager on behalf of the Issuer) to the Cap Provider outside the Priority of Payments in accordance with the terms of the Cap Agreement.

Account Bank rating requirements

If the Account Bank ceases to have all of the following ratings:

(a) a long term rating of "A" together with a short term rating of "A-1" from S&P; and

(b) a short-term rating of at least "P-1" and a long-term rating of at least "A2" from Moody's or, if such entity is only subject to a short-term rating from Moody's or a long-term rating from Moody's, a short-term rating of at least "P-1" or long-term rating of at least "A2" from Moody's,

or such other rating or ratings as may be agreed by the relevant Rating Agency from time to time (or as are consistent with the then published criteria of the relevant Rating Agency) as would maintain the then current ratings of the Rated Notes (the "**Required Ratings**") then, within 30 calendar days of the breach, one of the following will occur:

- the Transaction Account may be closed by, or on behalf of, the Issuer and all amounts standing to the credit thereof shall be transferred by, or on behalf of, the Issuer within 30 calendar days to accounts held with a financial institution (i) having at least the Required Ratings; (ii) which is a bank as defined in Section 991 of the Income Tax Act 2007; and (iii) being an authorised institution under FSMA; or

- a Rating Agency Confirmation has or will be obtained by (or on behalf of the Issuer) or the Account Bank will take such other actions as may be reasonably requested by the parties to the Bank Account Agreement (other than the Security Trustee) at the cost, and with the prior consent (not to be unreasonably withheld or delayed), of the Issuer to ensure that the rating of the Most Senior Class of Notes immediately prior to the Account Bank ceasing to have the Required Ratings is not adversely affected by the Account Bank ceasing to have all of the Required Ratings.

If the Account Bank fails to comply with the above, the Account Bank's appointment will be terminated by the Issuer (with prior written notice to the Security Trustee) (such termination being effective on a replacement account bank being appointed by the Issuer). If the Issuer should fail to appoint such successor account bank within 30 calendar days after receipt of the termination notice given by the Issuer, then the existing Account Bank may select a leading bank of international repute having at least the Required Ratings, which is a bank as defined in Section 991 of the Income Tax Act 2007 and being an authorised institution under FSMA to act as Account Bank and the Issuer shall appoint that bank as the successor Account Bank. The Account Bank shall continue to provide services under the Bank Account Agreement in any case until a successor Account Bank meeting the above conditions is validly appointed by the Issuer.

Governing Law

The Bank Account Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.

8. CAP AGREEMENT

The Issuer has entered into the Cap Agreement. The purpose of the Cap Agreement is to mitigate the interest rate risk of the Issuer arising in connection with the issuance of the Notes. The Cap Agreement consists of a 1992 ISDA Master Agreement, the schedule thereto, an interest rate cap confirmation and a credit support annex thereunder.

Pursuant to the Cap Agreement entered into by the Issuer and the Cap Provider (which shall be an Eligible Cap Provider) in relation to the Notes, the Issuer will pay to the Cap Provider (or it will be paid to the Cap Provider on the Issuer's behalf) the Cap Premium on or about the Closing Date. In return, the Cap Provider will, where on any such date Compounded Daily SONIA exceeds the Cap Rate, pay to the Issuer on each Interest Payment Date, and on the earlier of the Legal Maturity Date and the date on which the Notes are redeemed in full (other than in circumstances which would give rise to a termination event (see below)), an amount equal to the product of (i) the Cap Notional Amount and (ii) a rate equal to the percentage by which Compounded Daily SONIA exceeds the Cap Rate under the Cap Agreement and (iii) the Day Count Fraction.

The Cap Notional Amount for each Interest Payment Date will be the amount set out opposite the Interest Period to which such Interest Payment Date relates in the amortisation schedule appended to the interest rate cap transaction confirmation, as follows:

Month	Cap Notional Amount (GBP)
0	173,870,357.14
1	173,870,357.14
2	169,447,903.82
3	165,024,661.58
4	160,602,178.06
5	156,181,007.91
6	151,759,995.59
7	147,342,424.54
8	142,842,805.09
9	138,347,405.96
10	133,855,178.52
11	129,370,336.90
12	124,892,441.61
13	120,421,444.62
14	115,959,710.37
15	111,506,916.32
16	107,063,642.97
17	102,634,980.12
18	98,219,563.09
19	93,826,885.87
20	89,453,475.51
21	85,102,783.07
22	80,775,112.94
23	76,482,818.44
24	72,225,574.49
25	67,998,624.57
26	63,720,574.47
27	59,473,183.51
28	55,259,492.42
29	51,087,394.41
30	46,955,448.23
31	42,878,747.40
32	38,812,555.83
33	34,800,268.36
34	30,842,885.38
35	26,960,774.84
36	23,152,641.28
37	19,420,068.31
38	15,878,379.54
39	12,378,609.43
40	8,938,950.61
41	5,558,767.78
42	2,246,924.50
43	-

The Cap Notional Amount is unlikely to match, and could (depending on the rate of repayment) deviate significantly from, the Aggregate Outstanding Note Principal Amount of the Notes.

The Cap Agreement will be constructed to fulfil the criteria of the Rating Agencies to support the target ratings for 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 X1 Notes. The Cap Agreement is governed by English law.

Payments by the Cap Provider to the Issuer under the Cap Agreement (except for payments by the Cap Provider into the Cap Collateral Account) will be made into the Transaction Account. Payments by the Cap Provider to the Issuer will be made free and clear of, and without any withholding or deduction for or on account of, tax, unless such withholding or deduction is required by law (or pursuant to FATCA). If the Cap Provider is required to withhold or deduct for or on account of tax (other than any FATCA Deduction), it will increase the amount of the payment due to the Issuer to an amount which (after making the withholding or deduction) leaves an amount equal to the payment which would have been received if no withholding or deduction had been required.

Events of default under the Cap Agreement applicable to the Issuer are limited to, and (among other things) events of default applicable to the Cap Provider include, the following:

(a) failure to make a payment under the Cap Agreement when due, if such failure is not remedied within 3 Business Days of notice of such failure being given; and

(b) the occurrence of certain bankruptcy and insolvency events.

Termination events under the Cap Agreement include, among other things, the following:

(a) illegality of the transactions contemplated by the Cap Agreement or a force majeure or act of state means a party who makes or receives payments under the Cap Agreement is prevented from making or receiving such payments under the Cap Agreement or performing a material obligation under the Cap Agreement or it becomes impossible or impracticable to so pay, receive or comply;

(b) either party is required to pay additional amounts under the Cap Agreement due to certain taxes, or has the amount payable to it under the Cap Agreement reduced due to certain taxes, and a transfer to another office or affiliate of the Cap Provider that would eliminate the effect of such taxes has not taken place after the time set forth in the Cap Agreement;

(c) a Note Acceleration Notice is served on the Issuer or any Clean-Up Call, exercise of optional redemption for tax reasons pursuant to Condition 5(b) (Redemption for taxation reasons) occurs or redemption in full prior to the Legal Maturity Date pursuant to Condition 5(c) (*Mandatory early redemption in part*);

(d) the Issuer misrepresents its status as an NFC- under EMIR;

(e) the benchmark rate on the Notes is changed and the Alternative Benchmark Rate is different to the benchmark rate under the Cap Agreement;

(f) an amendment is made to the Transaction Documents which affects the timing or priority of payments under the Cap Agreement without the consent of the Cap Provider; or

(g) the failure of the Cap Provider to maintain its credit rating at certain levels required by the Cap Agreement, which failure may not constitute a termination event if (in the time set forth in the Cap Agreement) the Cap Provider:

  (i) posts an amount of collateral as calculated in accordance with the credit support annex to the Cap Agreement; or

  (ii) obtains a guarantee from an institution with an acceptable rating; or

(iii) transfers its rights and obligations under the Cap Agreement to a successor Cap Provider which is an Eligible Cap Provider; or

(iv) takes such other action in order to maintain the ratings of the Rated Notes, or to restore the rating of the Notes to the level they would have been at immediately prior to such downgrade.

Upon the occurrence of any event of default or termination event specified in the Cap Agreement, the non-defaulting party (in case of an event of default) or the person(s) specified in the Cap Agreement as having such right (in case of a termination event) may, after a period of time set forth in the Cap Agreement, elect to terminate the Cap Agreement. If the Cap Agreement is terminated due to an event of default or a termination event, a Cap Termination Payment may be due from the Cap Provider to the Issuer or (if the Cap Provider has posted Cap Collateral to the Cap Collateral Account), and depending on the valuation, from the Issuer to the Cap Provider.

The Cap Termination Payment will be calculated and made in Sterling. Depending on which event of default or termination event occurs, the amount of any termination payment will be based on the value of the terminated cap based on firm market quotations of the cost of entering into a cap with the same terms and conditions that would have the effect of preserving the respective full payment obligations of the parties, using such market quote which has been accepted and has become legally binding on the Issuer, the lowest such market quotation if no such market quotation has been so accepted, or if there are no such market quotations then the Issuer's good faith estimate of its loss or gain in connection with the transactions being terminated.

A segregated Cap Collateral Account is established with the Account Bank and security created over such account in favour of the Security Trustee in accordance with provisions in the Bank Account Agreement and the Deed of Charge. Any cash collateral posted to such Cap Collateral Account as a result of a ratings downgrade (as referred to above) shall bear interest. Such cash collateral shall be segregated from the Transaction Account and from the general cash flow of the Issuer and shall not constitute Collections. Collateral posted to such Cap Collateral Account is solely for the purposes of, and in connection with, collateralising the Cap Agreement.

The Cap Agreement incorporates the definitions and provisions contained in the 2018 ISDA Benchmark Supplement published by the International Swaps and Derivatives Association Inc. In connection with a cessation, modification or event which means the parties are no longer permitted to use SONIA as a benchmark, the Cap Agreement will be adjusted in accordance with the 2018 ISDA Benchmark Supplement. Notwithstanding the 2018 ISDA Benchmark Supplement, in connection with a Benchmark Trigger Event (as defined in the 2018 ISDA Benchmark Supplement) the parties agree to use commercially reasonable efforts to reduce any mismatch arising from a difference between the index, benchmark or price source applicable as a result of the required adjustment to the Cap Agreement and the terms of the Cap Agreement as they applied prior to the Benchmark Trigger Event. The parties also agree to compensate each other in order to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one party to the other as a result of any adjustments made to the Cap Agreement in these circumstances. There can be no assurance that any such adjustments will result in the Floating Rate Option (as defined in the Cap Agreement) under the Cap Agreement being the same as the modified reference rate for the Notes.

The Cap Agreement provides that the parties will consent to and make such changes to the Cap Agreement as are reasonably required in connection with an amendment to

EMIR. The parties also agree to consult in respect of making amendments to the Cap Agreement in connection with any other regulatory change.

The Cap Provider may transfer its rights and obligations under the Cap Agreement to a third party which is an Eligible Cap Provider, pursuant to the conditions set out in the Cap Agreement.

The Cap Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.

9. **DEED OF CHARGE**

The Notes and Residual Certificates are secured and will share the Security with the other Secured Obligations of the Issuer as set out in the Deed of Charge. The security granted by the Issuer includes:

(a) an assignment by way of first fixed security of all of its present and future right, title, interest and benefit to, in and under the Purchased Receivables and the Ancillary Rights and the proceeds of any such interests;

(b) an assignment by way of first fixed security of all of its present and future right, title, interest and benefit to, in and under the Collection Account Declarations of Trust;

(c) an assignment by way of first fixed security of all its right, title, interest and benefit, present and future, in, under and to all sums of money which may now be or hereafter are from time to time standing to the credit of the Issuer Accounts together with all interest accruing from time to time thereon and the debts represented thereby;

(d) an assignment by way of first fixed security (or, to the extent not assignable, charges by way of first fixed charge over) of the benefit of the Issuer's right, title, interest and benefit, present and future, under each Charged Document (other than the Deed of Charge) and the proceeds of any such interests; and

(e) a first floating charge over all the assets and undertaking, present and future, of the Issuer (including any property or assets from time to time or for the time being effectively charged by way of fixed charge or assigned by way of security, and the whole of the Issuer's undertaking, property assets and rights situated in Scotland or otherwise governed by Scottish law).

In addition, as continuing security for the payment or discharge of the Secured Obligations, the Issuer has granted the Scottish Supplemental Charge in favour of the Security Trustee, for itself and on trust for the Secured Creditors relative to the Vehicle Declaration of Trust, under which the Issuer assigns, by way of security, all of its present and future right, title and interest in and to the Vehicle Trust Property and in and to the Vehicle Declaration of Trust.

Notwithstanding the security granted over the Issuer Accounts, the Issuer and the Cash Manager are (prior to the service of a Note Acceleration Notice on the Issuer) permitted to instruct payments out of such accounts for the purposes, among other things, of making payments and transfers in accordance with the Deed of Charge, the Cash Management Agreement and the Agency Agreement, and, prior to service of a Note Acceleration Notice, to make payments to third parties when these fall due. See further the paragraph headed "Fixed charges may take effect under English law as floating charges" in the section headed "*RISK FACTORS*".

Enforcement of the Security

If the Note Trustee serves a Note Acceleration Notice on the Issuer and the Security Trustee, and the Security thereby becomes enforceable, the Note Trustee may at its discretion direct the Security Trustee to take action to enforce the Security, and will direct the Security Trustee to take such action to enforce the Security if so directed by the (i) holders of at least 25% in aggregate Outstanding Note Principal Amount of the Most Senior Class of Notes or if so directed by an Extraordinary Resolution of the Most Senior Class of Notes; (ii) following redemption in full of the Notes, if so directed by the holders of at least 25% in number of the Residual Certificates then in issue or if so directed by an Extraordinary Resolution of the Certificateholders (subject, in each case, to the Note Trustee being indemnified and/or secured and/or prefunded to its satisfaction).

To the extent that the Note Trustee acts in accordance with such directions of the Most Senior Class of Notes or the Certificateholders (as applicable), as described above, it will have no obligation to take the interests of any other party into account or to follow any direction given by any other party. Only the Note Trustee and the Security Trustee may enforce the rights of the Noteholders and Certificateholders against the Issuer, whether the same arise under general law, the Conditions, the Residual Certificates, any Transaction Document or otherwise.

Waivers, consents and approvals

The Security Trustee will waive or authorise any breach or proposed breach by the Issuer or any other person of any of the covenants or provisions of any Transaction Document only if so directed by the Instructing Party.

If a request is made to the Security Trustee by the Issuer or any other person to give its consent or approval to any matter, then if any Transaction Document specifies that the Security Trustee is required to give its consent or approval to that matter if certain specified conditions are satisfied the Security Trustee will give its consent or approval to that matter upon being reasonably satisfied that those specified conditions have been satisfied. In any other case, the Security Trustee shall give its consent or approval to that event, matter or thing only if so directed by the Instructing Party.

Post-Acceleration Priority of Payments

Following service of a Note Acceleration Notice on the Issuer, the Security Trustee is required to apply moneys available for distribution to satisfy the amounts owing by the Issuer in the Post-Acceleration Priority of Payments.

Shortfall after application of net proceeds of the Security

The Notes are limited recourse obligations of the Issuer and if the net proceeds of the Security being enforced and liquidated in accordance with the Deed of Charge are not sufficient to pay the Notes and the Residual Certificate Payment Amounts after payment of all other claims ranking in priority thereto, no other assets of the Issuer will be available for any further payments on the Notes and the Residual Certificates. The right to receive any further payments will be extinguished. If, after the distribution of all the Issuer's assets, there are amounts that are not paid in full, any amounts outstanding will be deemed to be discharged in full and any payment rights are deemed to cease as described in more detail in Condition 11 (*Enforcement and non-petition*).

Security Trustee's retirement and removal

The Security Trustee may retire at any time on giving not less than 30 days' prior written notice to the Issuer without giving any reason and without being responsible for any Liabilities incurred by reason of such retirement. The Security Trustee may also be

removed on not less than 30 days' written notice following an Extraordinary Resolution of the Most Senior Class of Notes. In each case, the retirement or removal of the Security Trustee will not become effective until a successor trustee which is a Trust Corporation is appointed. If a successor trustee has not been appointed within 45 days of the notice of retirement or direction following an Extraordinary Resolution of the Most Senior Class of Notes (as applicable), the Security Trustee may appoint a Trust Corporation as successor security trustee and such appointment will need to be approved by an Extraordinary Resolution of the Most Senior Class of Notes.

No automatic liquidation

For purposes of Article 21(4)(d) of the Securitisation Regulation, no provision of the Deed of Charge requires automatic liquidation of the Purchased Receivables upon default of the Issuer.

Governing Law

The Deed of Charge will be governed by English law but any term particular to the law of Scotland will be construed in accordance with the laws of Scotland. The Scottish Supplemental Charge will be governed by the laws of Scotland.

10. **COLLECTION ACCOUNT DECLARATIONS OF TRUST**

BMF DD Collection Account Declaration of Trust

On or around the Closing Date, under the BMF DD Collection Account Declaration of Trust the BMF DD Collection Account Holder will declare a trust in favour of itself, the Issuer and Blue over all amounts from time to time standing to the credit of the BMF DD Collection Account (into which all Obligors are directed to make payment in respect of the Purchased Receivables, other than prepayments and certain other exceptional payments to be received from Obligors, which Obligors are directed to pay to the Seller Collection Account), whether or not relating to the Purchased Receivables. The interest of the Issuer under such trust shall be from time to time such proportion of the amount standing to the credit of the BMF DD Collection Account as the amounts derived from Purchased Receivables comprised in the Portfolio and their Ancillary Rights shall at the relevant time bear to the total amount standing to the credit of the BMF DD Collection Account at that time.

From time to time, further beneficiaries may accede to the terms of the BMF DD Collection Account Declaration of Trust where they have acquired a portfolio of receivables from Blue and payments in respect of those receivables are expected to be made to the BMF DD Collection Account.

Seller Collection Account Declaration of Trust

On or around the Closing Date, under the Supplemental Seller Collection Account Declaration of Trust supplementing the Seller Collection Account Declaration of Trust, Blue will declare a trust in favour of itself, the Issuer and various other parties beneficially entitled to other Receivables originated by Blue over all amounts from time to time standing to the credit of the Seller Collection Account (into which all Obligors are directed to make prepayments and certain other exceptional payments to be received from Obligors), whether or not relating to the Purchased Receivables. The interest of the Issuer under such trust shall be from time to time such proportion of the amount standing to the credit of the Seller Collection Account as the amounts derived from Purchased Receivables comprised in the Portfolio and their Ancillary Rights shall at the relevant time bear to the total amount standing to the credit of the Seller Collection Account at that time. The interest of the other beneficiaries (other than Blue) under such trust shall be from time to time such proportion of the amount standing to the credit of the Seller Collection

Account as the amounts derived from Receivables comprised in portfolios beneficially owned by such beneficiaries shall at the relevant time bear to the total amount standing to the credit of the Seller Collection Account at that time. Blue's interest under such trust shall be such proportion of the amount standing to the credit of the Seller Collection Account which is not allocated to any other party.

From time to time, further beneficiaries may accede to the terms of the Seller Collection Account Declaration of Trust where they have acquired a portfolio of receivables from the Seller and payments in respect of those receivables are expected to be made to the Seller Collection Account.

Transfer of Collections

The Servicer will, within 2 Business Days of applying Collections standing to the credit of the Collection Accounts to an Obligor's account (or, in respect of Collections received on or after the Cut-Off Date but prior to the Closing Date, within 5 Business Days following the Closing Date (less the Financing Costs between the Cut-Off Date and the Closing Date)), pay from the Collection Accounts all monies received with respect to the Purchased Receivables into the Transaction Account.

The BMF DD Collection Account Declaration of Trust, the Seller Collection Account Declaration of Trust and the Supplemental Seller Collection Account Declaration of Trust and any non-contractual obligations arising out of or in connection with them will be governed by English law.

11. TRUST DEED

The Notes and the Residual Certificates will be constituted pursuant to the Trust Deed to be entered into on the Closing Date between the Issuer and the Note Trustee.

Citicorp Trustee Company Limited will agree to act as Note Trustee subject to the conditions contained in the Trust Deed.

The Trust Deed contains provisions requiring the Note Trustee to take into account the interests of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders, the Class X1 Noteholders, the Class X2 Noteholders and the Certificateholders equally as regards all powers, trusts, authorities, duties and discretions of the Note Trustee (except where expressly provided otherwise), but requiring the Note Trustee in any such case:

(a) for so long as any Class A Notes remain outstanding, to take into account only the interests of the Class A Noteholders if, in the opinion of the Note Trustee, there is a conflict between the interests of the Class A Noteholders and 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/or the Class X1 Noteholders and/or the Class X2 Noteholders and/or the interests of the Certificateholders; and

(b) following the redemption in full of the Class A Notes, to take into account only the interests of the Class B Noteholders if, in the opinion of the Note Trustee, there is a conflict between the interests of the Class B Noteholders and the interests of the Class C Noteholders and/or 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/or the interests of the Class X1 Noteholders and/or the interests of the Class X2 Noteholders and/or the interests of the Certificateholders; and

(c) following the redemption in full of the Class A Notes and the Class B Notes, to take into account only the interests of the Class C Noteholders**,** if in the opinion of the Note Trustee, there is a conflict between the interests of the Class C Noteholders and 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/or the interests of the Class X1 Noteholders and/or the interests of the Class X2 Noteholders and/or the interests of the Certificateholders; and

(d) following the redemption in full of the Class A Notes, the Class B Notes and the Class C Notes, to take into account only the interests of the Class D Noteholders, if in the opinion of the Note Trustee, there is a conflict between the interests of the Class D Noteholders and the interests of the Class E Noteholders and/or the interests of the Class F Noteholders and/or the interests of the Class X1 Noteholders and/or the interests of the Class X2 Noteholders and/or the interests of the Certificateholders; and

(e) following the redemption in full of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, to take into account only the interests of the Class E Noteholders, if in the opinion of the Note Trustee, there is a conflict between the interests of the Class E Noteholders and/or the interests of the Class F Noteholders and/or the interests of the Class X1 Noteholders and/or the interests of the Class X2 Noteholders and/or the interests of the Certificateholders;

(f) following the redemption in full of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, shall take into account only the interests of the Class F Noteholders if, in the opinion of the Note Trustee, there is a conflict between the interests of the Class F Noteholders and/or the interests of the Class X1 Noteholders and/or the interests of the Class X2 Noteholders and/or the interests of the Certificateholders;

(g) following the redemption in full 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, to take into account only the interests of the Class X1 Noteholders, if in the opinion of the Note Trustee, there is a conflict between the interests of the Class X1 Noteholders and/or the interests of the Class X2 Noteholders and/or the interests of the Certificateholders; and

(h) following the redemption in full 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 the Class X1 Notes, to take into account only the interests of the Class X2 Noteholders, if in the opinion of the Note Trustee, there is a conflict between the interests of the Class X2 Noteholders and the interests of the Certificateholders.

No Class of Noteholders may request or direct the Note Trustee or the Issuer to take any action or pass any effective Extraordinary Resolution or Ordinary Resolution if the effect of the same would, in the sole opinion of the Note Trustee, be materially prejudicial to the interests of any more senior ranking Class of Noteholders, and neither the Note Trustee nor the Issuer will be responsible to such Class of Noteholders for disregarding any such request, direction or resolution.

For so long as any Notes remain outstanding, none of the Certificateholders may request or direct the Note Trustee or the Issuer to take any action or pass any effective Extraordinary Resolution or Ordinary Resolution if the effect of the same would, in the sole opinion of the Note Trustee, be materially prejudicial to the interests of the

Noteholders (or any Class thereof), and neither the Note Trustee nor the Issuer will be responsible to the Certificateholders for disregarding any such request, direction or resolution.

Any Note Trustee for the time being of the Transaction Documents may retire at any time upon giving not less than 60 days' prior written notice in writing to the Issuer without assigning any reason therefor and without being responsible for any Liabilities occasioned by such retirement. In addition, Noteholders of the Most Senior Class of Notes may, acting by Extraordinary Resolution passed at any meeting of the Most Senior Class of Notes, direct the removal of the Note Trustee.

No such retirement or removal of any Note Trustee shall become effective unless there remains a trustee in each of the Transaction Documents to which it is then a party (being a Trust Corporation). If, following the service of a retirement notice by a trustee of these presents, the Issuer has not appointed a new trustee within 45 days of the date of such notice; the Note Trustee shall be entitled to appoint a Trust Corporation as Note Trustee in each of the Transaction Documents to which it was formerly a party.

The Trust Deed will contain provisions governing the responsibility (and relief from responsibility) of the Note Trustee and providing for its indemnification in certain circumstances.

The Trust Deed provides that the Note Trustee will be obliged to take action on behalf of the Noteholders and Certificateholders and the Secured Creditors in certain circumstances, provided always that the Note Trustee is indemnified and/or secured and/or prefunded to its satisfaction. Further, the Note Trustee will not be obliged to act on behalf of the Noteholders and Certificateholders or any other Secured Creditors where it would not have the power to do so by virtue of any applicable law or where such action would be illegal in any applicable jurisdiction

In accordance with the terms of the Trust Deed, the Issuer will pay a fee to the Note Trustee for its services under the Trust Deed at the rate and times agreed (and as amended from time to time) between the Issuer and the Note Trustee together with payment of any liabilities incurred by the Note Trustee in relation to the Note Trustee's performance of its obligations under the Trust Deed.

The Conditions of the Notes, including a summary of the provisions regarding Meetings of the Noteholders, are reproduced in full in the section headed "*CONDITIONS OF THE NOTES*".

The Residual Certificate Conditions, including a summary of the provisions regarding Meetings of the Certificateholders, are reproduced in full in the section headed "*CONDITIONS OF THE RESIDUAL CERTIFICATES*".

The Trust Deed and any non-contractual obligations arising out of or in connection with it will be governed by English law.

VERIFICATION BY PCS

An application has been made to Prime Collateralised Securities (UK) Limited ("**PCS**") for the securitisation transaction described in this Prospectus to receive a report from PCS verifying compliance with the criteria stemming from Articles 18 to 22 of the Securitisation Regulation (the "**STS Verification**") 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 Commission Delegated Regulation (EU) 2018/1620 (together with the STS Verification, the "**STS Assessments**"). There can be no assurance that the securitisation transaction described in this Prospectus will receive the STS Assessments and if the securitisation transaction described in this Prospectus does receive the STS Assessment, this shall not, under any circumstances, affect the liability of Blue (as the originator for the purposes of the Securitisation Regulation) and the Issuer (as the SSPE for the purposes of the Securitisation Regulation) in respect of their legal obligations under the Securitisation Regulation, nor shall it affect the obligations imposed on institutional investors as set out in Article 5 of the Securitisation Regulation.

The STS Assessments are provided by PCS. The STS Assessment is not a recommendation to buy, sell or hold securities, is not investment advice whether generally or as defined under the Markets in Financial Instruments Directive (2004/39/EC) and is not a credit rating whether generally or as defined under the Credit Rating Agency Regulation (1060/2009/EC) or Section 3(a) of the United States Securities Exchange Act of 1934 (as amended). PCS is not an "expert" as defined in the Securities Act.

PCS is not a law firm and nothing in the STS Assessments constitute legal advice in any jurisdiction. PCS is authorised by the United Kingdom Financial Conduct Authority, pursuant to Article 28 of the Securitisation Regulation, to act as a third party verifying STS compliance. This authorisation covers STS Assessments in the European Union.

By providing the STS Assessments in respect of any securities PCS does not express any views about the creditworthiness of the Notes or their suitability for any existing or potential investor or as to whether there will be a ready, liquid market for the Notes. Investors should conduct their own research regarding the nature of the STS Assessments and must read the information set out in http://pcsmarket.org. In the provision of the STS Assessments, PCS has based its decision on information provided directly and indirectly by the Seller. PCS does not undertake its own direct verification of the underlying facts stated in the prospectus, deal sheet, documentation or certificates for the Notes and the completion of the STS Assessments is not a confirmation or implication that the information provided by or on behalf of the Seller as part of the STS Assessments is accurate or complete.

In performing the STS Verification, PCS bases its analysis on the STS criteria appearing in Articles 20 to 26 of the Securitisation Regulation together with, if relevant, the appropriate provisions of Article 43 (together, the "**STS Criteria**"). Unless specifically mentioned in the STS Assessment, PCS relies on the English version of the Securitisation Regulation. In addition, Article 19(2) of the Securitisation Regulation requires the EBA, from time to time, to issue guidelines and recommendations interpreting the STS Criteria. The EBA has issued the EBA STS Guidelines for Non-ABCP Securitisations. The task of interpreting individual STS Criteria rests with national competent authorities ("**NCAs**"). Any NCA may publish or otherwise publicly disseminate from time to time interpretations of specific criteria ("**NCA Interpretations**"). The STS Criteria, as drafted in the Securitisation Regulation, are subject to a potentially wide variety of interpretations. In compiling an STS Assessment, PCS uses its discretion to interpret the STS Criteria based on (a) the text of the Securitisation Regulation, (b) any relevant guidelines issued by the EBA and (c) any relevant NCA Interpretation. There can be no guarantees that any regulatory authority or any court of law interpreting the STS Criteria will agree with the interpretation of PCS. There can be no guarantees that any future guidelines issued by EBA or

NCA Interpretations may not differ in their approach from those used by PCS in interpreting any STS criterion prior to the issuance of such new guideline or interpretation. In particular, guidelines issued by EBA are not binding on any NCA. There can be no guarantees that any interpretation by any NCA will be the same as that set out in the EBA Guidelines and therefore used, prior to the publication of such NCA interpretation, by PCS in completing an STS Assessment. Although PCS will use all reasonable endeavours to ascertain the position of any relevant NCA as to STS Criteria interpretation, PCS cannot guarantee that it will have been made aware of any NCA Interpretation in cases where such interpretation has not been officially published by the relevant NCA. Accordingly, the provision of an STS Assessment is only an opinion by PCS and not a statement of fact. It is not a guarantee or warranty that any NCA, court, investor or any other person will accept the STS status of the relevant securitisation.

All STS Assessments speak only as of the date on which they are issued. PCS has no obligation to monitor (nor any intention to monitor) any securitisation the subject of any STS Assessment. PCS has no obligation and does not undertake to update any STS Assessment to account for (a) any change of law or regulatory interpretation or (b) any act or failure to act by any person relating to those STS Criteria that speak to actions taking place following the close of any transaction such as, without limitation, the obligation to continue to provide certain mandated information.

PROVISIONAL PORTFOLIO CHARACTERISTICS AND HISTORICAL DATA

The statistical and other information contained in this section has been compiled with reference to a provisional portfolio of £195,309,167 as at the Provisional Cut-Off Date (on the basis of information provided by the Seller) (the "**Provisional Portfolio**") and is described further in the section entitled "*DESCRIPTION OF THE PURCHASED RECEIVABLES*" above.

The information contained in this section has not been updated to reflect any increase or decrease in the size of the Portfolio from that of the Provisional Portfolio.

The Aggregate Outstanding Principal Balance of the Portfolio as at the Cut-Off Date will be equal to the Aggregate Outstanding Note Principal Amount 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.

Except as otherwise indicated, these tables have been prepared using the outstanding current balance as at the Provisional Cut-Off Date. Note that due to rounding to 2 decimal points, columns may not sum to the total values.

The characteristics of the Portfolio will differ from the characteristics of the Provisional Portfolio as at the Provisional Cut-Off Date, because of (i) redemptions of HP Agreement occurring, or enforcement procedures being completed, in each case during the period between the Provisional Cut-Off Date and the Cut-Off Date, (ii) the grant of COVID-19 Payment Deferrals during the period between the Provisional Cut-Off Date and the Cut-Off Date and/or (iii) the Seller becoming aware that one or more of the loans in the Provisional Portfolio would not comply with the Seller Receivables Warranties on the Closing Date.

As at the Provisional Cut-Off Date, the Preliminary Portfolio had the following characteristics:

Summary of Provisional Azure Finance No. 2 Portfolio (as at the Provisional Cut-Off Date)

Number of Underlying Agreements	23,195
Total Current Outstanding Balance (£)	195,309,167
Average Current Outstanding Principal Balance(£)	8,420
Minimum Current Outstanding Principal Balance (£)	245
Maximum Current Outstanding Principal Balance (£)	59,451
Weighted Average Amortising Interest Rate (%)	13.20%
Weighted Average APR (%)	13.75%
Minimum Original Term (months)	12
Maximum Original Term (months)	85
Weighted Average Original Term (months)	59
Weighted Average Remaining Term (months)	54
Non-Materially Impacted COVID-19 Receivables (%)	7.9
Materially Impacted COVID-19 Receivables (%)	6.2

Run Out Schedule

The amortisation scenario below is based on the following assumptions:

(a) that no losses, prepayments or delinquencies occur;

(b) no option to purchase fees, early repayment charges or other fees, expenses, charges or costs under the HP Agreements are included in determining this Run Out Schedule;

(c) the Portfolio produces similar cash flows to the Provisional Portfolio; and

(d) in respect of each HP Agreement that has a payment date falling on or after the Cut-Off Date but prior to the end of the calendar month in which the Cut-Off Date falls, two Monthly Payments will be made by the relevant Obligor during the Calculation Period to which the first Interest Payment Date relates.

It should be noted that the actual amortisation of the Purchased Receivables may differ substantially from the amortisation scenario indicated below which is based on data as of 31 May 2020.

Collection Period	Principal	Interest
1	2,909,401.44	1,960,275.46
2	2,946,181.89	1,936,658.47
3	3,003,214.31	1,928,910.48
4	3,068,038.24	1,925,180.22
5	3,099,219.83	1,893,792.20
6	3,128,705.68	1,862,049.71
7	3,157,220.66	1,829,971.16
8	3,185,383.68	1,797,557.97
9	3,212,650.23	1,764,815.98
10	3,236,912.11	1,731,757.24
11	3,263,888.55	1,698,399.13
12	3,295,114.42	1,664,716.31
13	3,325,748.33	1,630,676.17
14	3,355,606.13	1,596,281.40
15	3,383,355.34	1,561,541.81
16	3,412,196.27	1,526,481.96
17	3,436,256.83	1,491,071.79
18	3,451,050.64	1,455,376.85
19	3,464,449.11	1,419,490.50
20	3,477,171.21	1,383,455.86
21	3,484,789.83	1,347,267.68
22	3,494,651.12	1,310,974.91
23	3,503,726.53	1,274,545.13
24	3,525,649.77	1,237,999.02
25	3,553,434.87	1,201,207.84
26	3,583,802.29	1,164,097.44
27	3,608,073.00	1,126,639.57
28	3,633,864.40	1,088,912.68
29	3,642,966.39	1,050,891.32
30	3,638,913.20	1,012,764.59
31	3,619,305.85	974,674.60
32	3,605,671.95	936,813.98
33	3,570,794.34	899,102.99
34	3,536,306.27	861,744.43
35	3,512,925.74	824,770.06
36	3,514,161.96	788,040.60

Collection Period	Principal	Interest
37	3,535,824.79	751,270.36
38	3,557,599.23	714,246.14
39	3,575,165.23	676,990.43
40	3,588,147.48	639,529.03
41	3,580,334.80	601,918.99
42	3,532,262.63	564,409.26
43	3,468,750.54	527,433.06
44	3,415,005.55	491,157.58
45	3,340,470.48	455,442.47
46	3,244,627.46	420,549.93
47	3,172,443.91	386,706.97
48	3,147,551.08	353,636.25
49	3,162,946.00	320,795.08
50	3,180,119.27	287,774.68
51	3,191,493.28	254,560.53
52	3,201,070.40	221,234.64
53	3,093,213.80	187,781.24
54	2,815,389.45	155,561.30
55	2,440,314.30	126,509.54
56	2,091,290.61	101,640.94
57	1,584,061.53	80,587.46
58	1,009,328.96	64,706.23
59	521,078.95	54,784.49
60	357,079.80	49,906.24
61	331,633.98	46,829.54
62	319,161.73	44,013.27
63	314,083.56	41,341.33
64	315,808.28	38,730.86
65	315,335.65	36,105.12
66	307,301.78	33,486.18
67	297,548.81	30,941.54
68	291,808.64	28,482.18
69	285,633.89	26,071.22
70	272,861.92	23,711.46
71	259,557.76	21,465.39
72	250,146.56	19,332.22
73	248,689.92	17,270.89
74	248,436.72	15,218.96
75	249,638.64	13,170.65
76	250,706.08	11,111.70
77	247,847.02	9,041.66
78	230,669.86	6,994.45
79	195,214.96	5,094.03
80	164,215.94	3,502.06
81	133,071.04	2,160.03
82	83,378.01	1,073.76
83	40,115.29	401.25
84	5,838.07	89.71
85	2,852.45	36.98
86	1,238.75	11.32

Breakdown by Outstanding Balance (£)

Outstanding Balance (£)	Number of Underlying Agreements	% Distribution by Number	Current Outstanding Balance (£)	% Distribution by Balance
0 - 5,000	6,279	27.07%	21,429,332	10.97%
5,000 - 10,000	10,120	43.63%	74,144,121	37.96%
10,000 - 15,000	4,562	19.67%	55,166,814	28.25%
15,000 - 20,000	1,467	6.32%	24,927,220	12.76%
20,000 - 25,000	477	2.06%	10,550,055	5.40%
25,000 - 30,000	160	0.69%	4,356,994	2.23%
30,000 - 35,000	70	0.30%	2,256,270	1.16%
35,000 - 40,000	31	0.13%	1,145,434	0.59%
40,000 - 45,000	17	0.07%	727,669	0.37%
45,000 +	12	0.05%	605,259	0.31%
Total	23,195	100.00%	195,309,167	100.00%

Breakdown by OLTV

OLTV	Number of Underlying Agreements	% Distribution by Number	Current Outstanding Balance (£)	% Distribution by Balance
0.00% - 20.00%	71	0.31%	133,055	0.07%
20.00% - 40.00%	457	1.97%	1,440,682	0.74%
40.00% - 60.00%	1,248	5.38%	6,434,655	3.29%
60.00% - 80.00%	2,749	11.85%	18,686,604	9.57%
80.00% - 100.00%	8,023	34.59%	69,576,477	35.62%
100.00% - 120.00%	9,135	39.38%	85,172,810	43.61%
120.00% - 125.00%	1,512	6.52%	13,864,885	7.10%
Total	23,195	100.00%	195,309,167	100.00%

Breakdown by Vehicle Type

Vehicle Type	Number of Underlying Agreements	% Distribution by Number	Current Outstanding Balance (£)	% Distribution by Balance
Motor Car	22,207	95.74%	187,228,512	95.86%
Light Commercial Vehicle	717	3.09%	6,830,626	3.50%
Motorcycle	271	1.17%	1,250,029	0.64%
Total	23,195	100.00%	195,309,167	100.00%

Breakdown by Fuel Type

Fuel Type	Number of Underlying Agreements	% Distribution by Number	Current Outstanding Balance (£)	% Distribution by Balance
Diesel	13,148	56.68%	123,001,543	62.98%
Petrol	9,438	40.69%	65,550,044	33.56%
Other	609	2.63%	6,757,580	3.46%
Total	23,195	100.00%	195,309,167	100.00%

Breakdown by Original Term (months)

Original Term (months)	Number of Underlying Agreements	% Distribution by Number	Current Outstanding Balance (£)	% Distribution by Balance
0 - 20	227	0.98%	499,443	0.26%
20 - 35	1,354	5.84%	4,328,236	2.22%
35 - 50	6,487	27.97%	36,520,281	18.70%
50 - 65	13,816	59.56%	133,360,483	68.28%
65 - 80	383	1.65%	5,127,149	2.63%
80 +	928	4.00%	15,473,575	7.92%
Total	23,195	100.00%	195,309,167	100.00%

Breakdown by Seasoning (months)

Seasoning (months)	Number of Underlying Agreements	% Distribution by Number	Current Outstanding Balance (£)	% Distribution by Balance
0	6	0.03%	10,729	0.01%
1 - 5	11,824	50.98%	103,684,202	53.09%
5 - 10	11,292	48.68%	91,046,430	46.62%
10 - 15	10	0.04%	88,543	0.05%
15 - 20	11	0.05%	102,735	0.05%
20 - 25	33	0.14%	246,776	0.13%
25 - 30	5	0.02%	47,860	0.02%
30 +	14	0.06%	81,893	0.04%
Total	23,195	100.00%	195,309,167	100.00%

Breakdown by Remaining Term (months)

Remaining Term (months)	Number of Underlying Agreements	% Distribution by Number	Current Outstanding Balance (£)	% Distribution by Balance
0 - 10	95	0.41%	172,371	0.09%
10 - 20	596	2.57%	1,623,458	0.83%
20 - 30	1,276	5.50%	4,642,385	2.38%
30 - 40	2,373	10.23%	11,441,459	5.86%
40 - 50	4,115	17.74%	26,362,876	13.50%
50 - 60	13,435	57.92%	130,540,960	66.84%
60 +	1,305	5.63%	20,525,658	10.51%
Total	23,195	100.00%	195,309,167	100.00%

Breakdown by APR

APR	Number of Underlying Agreements	% Distribution by Number	Current Outstanding Balance (£)	% Distribution by Balance
0.00% - 5.00%	13	0.06%	100,586	0.05%
5.00% - 10.00%	4,589	19.78%	49,122,944	25.15%
10.00% - 15.00%	9,134	39.38%	81,543,021	41.75%
15.00% - 20.00%	6,936	29.90%	49,256,775	25.22%
20.00% - 25.00%	1,373	5.92%	8,431,822	4.32%
25.00% +	1,150	4.96%	6,854,018	3.51%
Total	23,195	100.00%	195,309,167	100.00%

Breakdown by Original Balance (£)

Original Balance (£)	Number of Underlying Agreements	% Distribution by Number	Current Outstanding Balance (£)	% Distribution by Balance
0 - 5,000	5,410	23.32%	17,430,592	8.92%
5,000 - 10,000	10,063	43.38%	69,345,710	35.51%
10,000 - 15,000	5,037	21.72%	57,530,730	29.46%
15,000 - 20,000	1,746	7.53%	28,125,890	14.40%
20,000 - 25,000	584	2.52%	12,255,588	6.27%
25,000 - 30,000	183	0.79%	4,687,479	2.40%
30,000 - 35,000	94	0.41%	2,845,106	1.46%
35,000 - 40,000	42	0.18%	1,485,230	0.76%
40,000 - 45,000	17	0.07%	691,676	0.35%
45,000 +	19	0.08%	911,165	0.47%
Total	23,195	100.00%	195,309,167	100.00%

Breakdown by Region

Region	Number of Underlying Agreements	% Distribution by Number	Current Outstanding Balance (£)	% Distribution by Balance
South East	3,939	16.98%	31,837,671	16.30%
North West	3,079	13.27%	27,654,161	14.16%
Scotland	3,046	13.13%	26,893,579	13.77%
Greater London	2,289	9.87%	21,932,539	11.23%
West Midlands	2,247	9.69%	18,657,874	9.55%
Yorkshire/Humberside	1,951	8.41%	17,020,033	8.71%
South West	1,573	6.78%	11,773,495	6.03%
North East	1,410	6.08%	11,628,755	5.95%
East Midlands	1,268	5.47%	10,175,331	5.21%
Wales	1,300	5.60%	9,364,125	4.79%
East Anglia	1,093	4.71%	8,371,603	4.29%
Total	23,195	100.00%	195,309,167	100.00%

Breakdown by Vehicle Make

Vehicle Make	Number of Underlying Agreements	% Distribution by Number	Current Outstanding Balance (£)	% Distribution by Balance
Ford	3,347	14.43%	25,501,800	13.06%
BMW	2,023	8.72%	22,073,075	11.30%
Mercedes-Benz	1,545	6.66%	19,561,480	10.02%
Audi	1,772	7.64%	18,710,986	9.58%
Vauxhall	2,657	11.46%	15,878,027	8.13%
Volkswagen	1,512	6.52%	13,098,416	6.71%
Land Rover	740	3.19%	12,382,579	6.34%
Nissan	1,546	6.67%	11,969,556	6.13%
Peugeot	931	4.01%	5,456,893	2.79%
Renault	785	3.38%	5,368,468	2.75%
Kia	633	2.73%	4,965,603	2.54%
Hyundai	567	2.44%	4,240,674	2.17%
Citroen	737	3.18%	4,199,825	2.15%
Jaguar	252	1.09%	3,003,875	1.54%
Mini	427	1.84%	2,778,784	1.42%
Fiat	536	2.31%	2,727,434	1.40%
Volvo	277	1.19%	2,527,304	1.29%
Toyota	343	1.48%	2,319,768	1.19%
Seat	338	1.46%	2,300,050	1.18%
Honda	343	1.48%	2,234,046	1.14%
Mitsubishi	199	0.86%	2,104,726	1.08%
Mazda	251	1.08%	1,716,912	0.88%

Skoda	228	0.98%	1,448,812	0.74%
Suzuki	192	0.83%	1,019,768	0.52%
Jeep	85	0.37%	846,929	0.43%
Dacia	136	0.59%	841,029	0.43%
Porsche	37	0.16%	801,684	0.41%
Lexus	71	0.31%	682,925	0.35%
Chevrolet	61	0.26%	224,437	0.11%
Mercedes	31	0.13%	176,876	0.09%
Other	593	2.56%	4,146,427	2.12%
Total	23,195	100.00%	195,309,167	100.00%

Breakdown by Vehicle Age (years)

Vehicle Age (years)	Number of Underlying Agreements	% Distribution by Number	Current Outstanding Balance (£)	% Distribution by Balance
0 - 2	1,520	6.55%	19,377,781	9.92%
2 - 4	6,338	27.32%	67,474,803	34.55%
4 - 6	7,015	30.24%	60,553,882	31.00%
6 - 8	4,919	21.21%	32,406,026	16.59%
8 - 10	2,721	11.73%	13,153,282	6.73%
10 - 15	682	2.94%	2,343,393	1.20%
Total	23,195	100.00%	195,309,167	100.00%

Breakdown by New Used Vehicle

New Used Vehicle	Number of Underlying Agreements	% Distribution by Number	Current Outstanding Balance (£)	% Distribution by Balance
New	225	0.97%	2,519,306	1.29%
Used	22,970	99.03%	192,789,861	98.71%
Total	23,195	100.00%	195,309,167	100.00%

Breakdown by Amortising Interest Rate

Amortising Interest Rate	Number of Underlying Agreements	% Distribution by Number	Current Outstanding Balance (£)	% Distribution by Balance
0.00% - 5.00%	14	0.06%	101,967	0.05%
5.00% - 10.00%	5,487	23.66%	57,437,942	29.41%
10.00% - 15.00%	10,249	44.19%	82,941,321	42.47%
15.00% - 20.00%	5,524	23.82%	41,556,486	21.28%
20.00% - 25.00%	1,038	4.48%	7,448,735	3.81%
25.00% +	883	3.81%	5,822,717	2.98%
Total	23,195	100.00%	195,309,167	100.00%

Breakdown by Risk Tier

Risk Tier	Number of Underlying Agreements	% Distribution by Number	Current Outstanding Balance (£)	% Distribution by Balance
Tier 1	516	2.22%	4,885,432	2.50%
Tier 2	4,247	18.31%	33,939,119	17.38%
Tier 3	6,902	29.76%	56,821,401	29.09%
Tier 4	4,729	20.39%	40,488,853	20.73%
Tier 5	5,197	22.41%	45,042,400	23.06%
Tier 6	859	3.70%	7,660,362	3.92%
Tier 7	614	2.65%	5,400,831	2.77%
Tier 8	131	0.56%	1,070,769	0.55%
Total	23,195	100.00%	195,309,167	100.00%

COVID-19 Impacted Receivables Summary

	Total Eligible Loans	Materially Impacted %	Not materially Impacted %	Total Impacted %
Total Eligible by Current Outstanding Balance	£195,309,167.24	6.2%	7.9%	14.1%
Total Eligible by Number of Underlying Agreements	23,195	4.8%	6.1%	10.9%

Materially Impacted COVID-19 Receivables Outstanding Balance Summary

	Number of Underlying Agreements	% Distribution by Number	Current Outstanding Balance (£)	% Distribution by Balance
Eligible	22,082	95.2%	183,159,110	93.8%
Eligible - Materially Impacted by Covid-19	1,113	4.8%	12,150,058	6.2%
Total	23,195	100.0%	195,309,167	100.0%

Materially Impacted Covid-19 Receivables

	Number of Underlying Agreements	% Distribution by Number	Current Outstanding Balance (£)	% Distribution by Balance
Granted Token Payment	36	3.2%	343,984	2.8%
Arrangement granted - payment <50%	29	2.6%	288,916	2.4%
Arrangement granted - payment >=50%	627	56.3%	6,733,350	55.4%
Payment arrangement not granted	4	0.4%	24,503	0.2%
Asked for payment arrangement	696	62.5%	7,390,753	60.8%
1 mth payment deferral	5	0.4%	46,972	0.4%
2 mths payment deferral	65	5.8%	712,500	5.9%
3 mths payment deferral	347	31.2%	3,999,833	32.9%
Awaiting Categorisation	0	0.0%	0.00	0.0%
Asked for payment deferral	417	37.5%	4,759,304	39.2%
Pay as normal	0	0.0%	0.00	0.0%
Awaiting Categorisation	0	0.0%	0.00	0.0%
Unable to pay (forbearance not granted)	0	0.0%	0.00	0.0%
Total Materially Impacted	1,113	100.0%	12,150,058	100.0%

Non-Materially Impacted Covid-19 Receivables

	Number of Underlying Agreements	% Distribution by Number	Current Outstanding Balance (£)	% Distribution by Balance
Pay as normal	472	33.5%	4,962,877	32.3%
Arrangement granted - payment >=50%	745	52.9%	8,429,562	54.8%
Awaiting categorisation / More information needed	169	12.0%	1,789,585	11.6%
Forbearance not granted	21	1.5%	192,404	1.3%
Total not deemed materially impacted	1,407	100.0%	15,374,428	100.0%

Please see the risk factor entitled "*RISK FACTORS – Portfolio and the Seller – The COVID-19 Pandemic may have a material negative impact on the performance of the Portfolio; COVID-19 Payment Deferrals*" for descriptions of Materially Impacted COVID-19 Receivables and Non-Materially Impacted COVID-19 Receivables.

The arrears status of Materially Impacted COVID-19 Receivables is frozen for the duration of their forbearance or payment arrangement. The arrears state of non-materially impacted COVID-19 loans is not frozen. A Non-Materially Impacted COVID-19 Receivable will become a Materially Impacted COVID-19 Receivable if the Obligor's arrears state is not up to date.

Of Materially Impacted COVID-19 Receivables in the Provisional Portfolio that have been materially impacted for 31 days or more, approximately 53% paid 50% or more of their contractual instalment in the last 31 days.

Historical performance data
The historical performance data set out hereafter relate to the portfolio of auto Receivables granted by the Seller to Obligors, relating to used or new vehicles.

In each of the tables below, "Q1" refers to the period from 1 January to 31 March, "Q2" refers to the period from 1 April to 30 June, "Q3" refers to the period from 1 July to 30 September and "Q4" refers to the period from 1 October to 31 December.

The tables below were prepared on the basis of the internal records of the Seller.

There can be no assurance that the future experience and performance of the Purchased Receivables will be similar to the historical performance set out in the tables below.

Gross default rates
For a generation of originated Receivables (being all Receivables originated during the same quarter), the cumulative gross default rate in respect of a month is calculated as the ratio of:

(a) the cumulative Defaulted amount (excluding VT or only VTs as applicable) recorded between the beginning of the quarter when such Receivables were originated and the end of the relevant month of that quarter, to

(b) the initial outstanding amount of such Receivables.

In the default data presented, contractual arrears state (i.e. unadjusted/unfrozen arrears) has been used except for loans that have had a full payment deferral applied.

The presented default curves are each weighted based on the tier mix of the loans as of the Provisional Cut-Off Date.

Data as of 31 May 2020.

Static Cumulative Default Rates by Quarter – Hostile terminations only

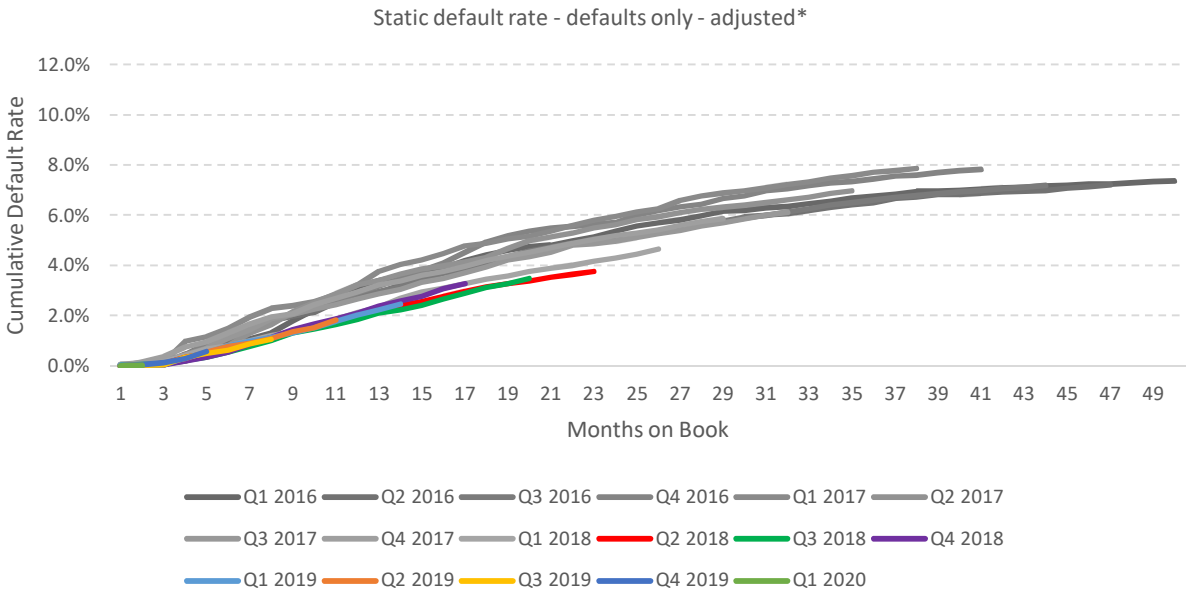
MoB	Q1 2015	Q2 2015	Q3 2015	Q4 2015	Q1 2016	Q2 2016	Q3 2016	Q4 2016	Q1 2017	Q2 2017	Q3 2017	Q4 2017	Q1 2018	Q2 2018	Q3 2018	Q4 2018	Q1 2019	Q2 2019	Q3 2019	Q4 2019	Q1 2020
1	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.1%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
3	0.2%	0.2%	0.0%	0.0%	0.1%	0.1%	0.1%	0.1%	0.2%	0.0%	0.2%	0.4%	0.2%	0.1%	0.1%	0.0%	0.0%	0.1%	0.0%	0.1%	
4	0.2%	0.7%	1.0%	0.2%	0.2%	0.5%	0.4%	0.4%	1.0%	0.4%	0.4%	0.8%	0.4%	0.3%	0.2%	0.2%	0.3%	0.3%	0.3%	0.3%	
5	0.3%	1.0%	1.2%	0.9%	0.5%	0.7%	0.9%	0.8%	1.2%	0.6%	0.7%	1.0%	0.7%	0.5%	0.3%	0.3%	0.5%	0.6%	0.5%	0.6%	
6	0.4%	1.2%	1.5%	1.2%	0.9%	1.0%	1.1%	1.1%	1.5%	0.8%	1.1%	1.3%	0.8%	0.7%	0.6%	0.6%	0.8%	0.8%	0.6%		
7	0.6%	1.3%	1.9%	1.4%	1.1%	1.5%	1.4%	1.4%	2.0%	1.3%	1.4%	1.7%	1.0%	0.9%	0.8%	0.9%	1.0%	0.9%	0.9%		
8	0.6%	1.3%	2.1%	1.8%	1.3%	1.8%	1.8%	1.8%	2.3%	1.6%	1.9%	1.9%	1.2%	1.0%	1.0%	1.1%	1.1%	1.1%	1.1%		
9	0.6%	1.5%	2.1%	2.1%	1.8%	2.0%	2.1%	2.1%	2.4%	2.2%	2.0%	2.1%	1.4%	1.3%	1.3%	1.4%	1.3%	1.4%			
10	0.8%	1.9%	2.4%	2.5%	2.2%	2.1%	2.5%	2.3%	2.6%	2.5%	2.3%	2.4%	1.5%	1.6%	1.5%	1.7%	1.5%	1.5%			
11	1.1%	2.0%	2.6%	2.7%	2.5%	2.5%	2.6%	2.6%	2.9%	2.9%	2.4%	2.7%	1.8%	1.8%	1.6%	1.9%	1.8%	1.8%			
12	1.6%	2.1%	2.8%	3.0%	3.1%	2.7%	2.8%	2.9%	3.2%	3.2%	2.7%	3.0%	2.1%	2.0%	1.8%	2.1%	2.0%				
13	2.3%	2.3%	2.9%	3.2%	3.4%	2.9%	3.0%	3.2%	3.8%	3.4%	2.9%	3.2%	2.3%	2.3%	2.1%	2.4%	2.2%				
14	2.4%	2.4%	3.1%	3.5%	3.6%	3.2%	3.2%	3.5%	4.0%	3.7%	3.1%	3.4%	2.7%	2.4%	2.2%	2.6%	2.5%				
15	2.5%	3.2%	3.4%	3.7%	3.8%	3.4%	3.5%	3.8%	4.2%	3.9%	3.3%	3.6%	2.9%	2.6%	2.4%	2.8%					
16	2.7%	3.6%	3.7%	3.8%	3.9%	3.7%	3.7%	4.1%	4.5%	4.0%	3.5%	3.8%	3.1%	2.8%	2.7%	3.1%					
17	2.7%	4.1%	3.8%	4.0%	4.2%	3.9%	3.8%	4.5%	4.8%	4.1%	3.7%	4.0%	3.3%	3.0%	2.9%	3.3%					
18	3.4%	4.2%	4.0%	4.3%	4.4%	4.2%	4.0%	4.9%	4.9%	4.3%	4.0%	4.2%	3.5%	3.2%	3.1%						
19	3.5%	4.9%	4.1%	4.6%	4.6%	4.3%	4.3%	5.2%	5.1%	4.7%	4.2%	4.4%	3.6%	3.3%	3.3%						
20	3.9%	4.9%	4.3%	4.9%	4.8%	4.5%	4.6%	5.4%	5.2%	5.0%	4.3%	4.5%	3.8%	3.4%	3.5%						
21	3.9%	5.0%	4.4%	5.0%	4.8%	4.6%	4.7%	5.5%	5.4%	5.1%	4.5%	4.7%	3.9%	3.5%							
22	4.0%	5.1%	4.7%	5.2%	5.0%	4.9%	4.9%	5.6%	5.6%	5.3%	4.8%	4.9%	4.0%	3.6%							
23	4.1%	5.2%	4.9%	5.3%	5.1%	5.0%	5.1%	5.6%	5.8%	5.5%	4.9%	5.0%	4.2%	3.8%							
24	4.2%	5.3%	5.1%	5.4%	5.4%	5.1%	5.1%	5.7%	6.0%	5.6%	5.0%	5.2%	4.3%								
25	4.3%	5.4%	5.3%	5.5%	5.6%	5.2%	5.2%	6.0%	6.1%	5.8%	5.1%	5.3%	4.5%								
26	4.3%	5.5%	5.4%	5.6%	5.7%	5.4%	5.4%	6.2%	6.3%	5.9%	5.3%	5.4%	4.6%								
27	4.7%	5.5%	5.5%	5.9%	5.8%	5.5%	5.5%	6.4%	6.6%	6.1%	5.4%	5.6%									

MoB	Q1 2015	Q2 2015	Q3 2015	Q4 2015	Q1 2016	Q2 2016	Q3 2016	Q4 2016	Q1 2017	Q2 2017	Q3 2017	Q4 2017	Q1 2018	Q2 2018	Q3 2018	Q4 2018	Q1 2019	Q2 2019	Q3 2019	Q4 2019	Q1 2020
28	4.8%	5.6%	5.7%	6.0%	6.0%	5.6%	5.7%	6.4%	6.8%	6.2%	5.6%	5.7%									
29	4.8%	5.7%	5.8%	6.2%	6.2%	5.7%	5.8%	6.7%	6.9%	6.3%	5.7%	5.9%									
30	5.1%	5.7%	6.0%	6.5%	6.2%	5.9%	5.9%	6.8%	7.0%	6.4%	5.9%										
31	5.2%	5.9%	6.1%	6.5%	6.3%	6.0%	6.0%	7.0%	7.1%	6.5%	6.0%										
32	5.2%	6.0%	6.1%	6.5%	6.3%	6.1%	6.1%	7.1%	7.2%	6.6%	6.1%										
33	5.3%	6.2%	6.1%	6.8%	6.5%	6.2%	6.3%	7.2%	7.3%	6.7%											
34	5.4%	6.3%	6.3%	6.8%	6.5%	6.3%	6.4%	7.3%	7.5%	6.9%											
35	5.4%	6.4%	6.3%	7.2%	6.7%	6.4%	6.5%	7.3%	7.6%	7.0%											
36	5.6%	6.5%	6.4%	7.3%	6.8%	6.5%	6.6%	7.4%	7.7%												
37	5.6%	6.5%	6.5%	7.4%	6.8%	6.7%	6.7%	7.6%	7.8%												
38	5.6%	6.5%	6.5%	7.4%	6.9%	6.7%	6.8%	7.6%	7.9%												
39	5.6%	6.6%	6.6%	7.4%	7.0%	6.8%	6.8%	7.7%													
40	5.6%	6.6%	6.6%	7.5%	7.0%	6.8%	6.9%	7.8%													
41	5.7%	6.8%	6.7%	7.6%	7.0%	6.9%	7.0%	7.8%													
42	5.7%	6.8%	6.7%	7.6%	7.1%	6.9%	7.1%														
43	5.7%	6.8%	6.8%	7.6%	7.1%	6.9%	7.1%														
44	5.7%	6.9%	6.9%	7.7%	7.1%	7.0%	7.2%														
45	5.7%	6.9%	6.9%	7.7%	7.2%	7.1%															
46	5.7%	6.9%	7.0%	7.8%	7.2%	7.1%															
47	5.7%	7.0%	7.0%	7.8%	7.2%	7.2%															
48	5.7%	7.0%	7.0%	7.9%	7.3%																
49	5.7%	7.0%	7.0%	7.9%	7.3%																
50	5.7%	7.0%	7.0%	7.9%	7.4%																
51	5.7%	7.0%	7.0%	7.9%																	
52	5.7%	7.0%	7.1%	7.9%																	
53	5.8%	7.0%	7.1%	7.9%																	
54	5.8%	7.0%	7.1%																		
55	5.8%	7.1%	7.1%																		
56	5.8%	7.1%	7.1%																		

MoB	Q1 2015	Q2 2015	Q3 2015	Q4 2015	Q1 2016	Q2 2016	Q3 2016	Q4 2016	Q1 2017	Q2 2017	Q3 2017	Q4 2017	Q1 2018	Q2 2018	Q3 2018	Q4 2018	Q1 2019	Q2 2019	Q3 2019	Q4 2019	Q1 2020
57	5.8%	7.1%																			
58	5.8%	7.1%																			
59	5.8%	7.1%																			
60	5.8%																				
61	5.8%																				
62	5.8%																				

Notes

Data as of 31 May 2020
Static balance method
*Quarterly vintage tier mixes adjusted for the tier mix weightings of the ABS pool



Static Cumulative Default Rates by Quarter – VTs only

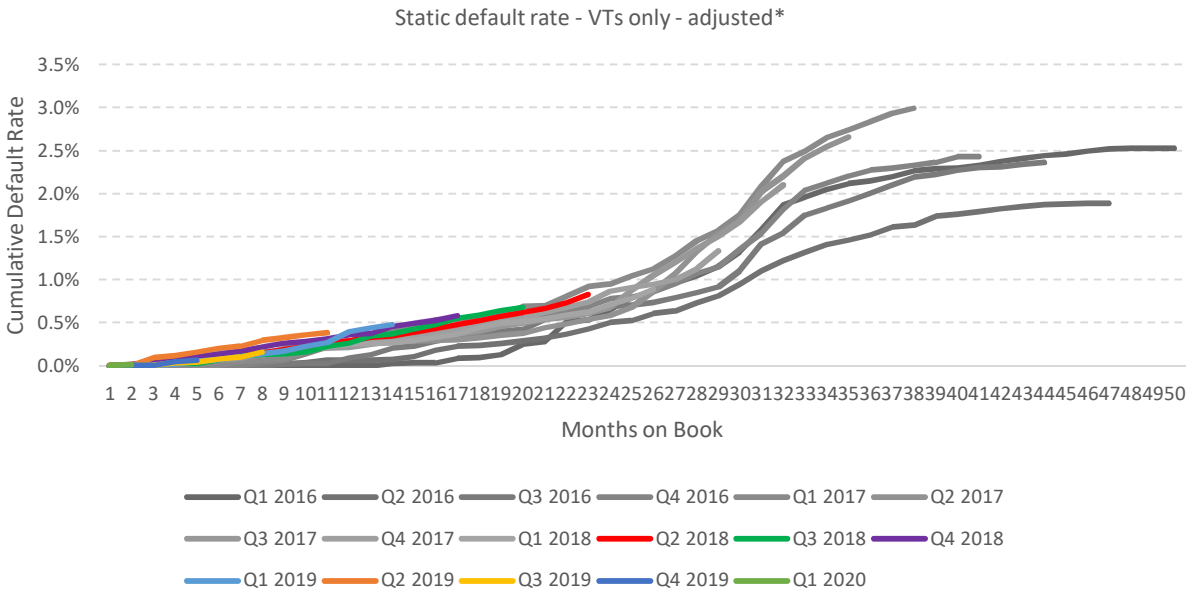
MoB	Q1 2015	Q2 2015	Q3 2015	Q4 2015	Q1 2016	Q2 2016	Q3 2016	Q4 2016	Q1 2017	Q2 2017	Q3 2017	Q4 2017	Q1 2018	Q2 2018	Q3 2018	Q4 2018	Q1 2019	Q2 2019	Q3 2019	Q4 2019	Q1 2020
1	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
3	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.1%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	
4	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.1%	0.1%	0.1%	0.0%	0.1%	0.0%	0.1%	0.0%	0.1%	
5	0.0%	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.1%	0.1%	0.1%	0.0%	0.1%	0.0%	0.2%	0.0%	0.1%	
6	0.0%	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.2%	0.1%		
7	0.0%	0.1%	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.1%	0.1%	0.2%	0.1%	0.1%	0.2%	0.1%	0.2%	0.1%		
8	0.0%	0.1%	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%	0.1%	0.1%	0.1%	0.1%	0.2%	0.2%	0.1%	0.2%	0.1%	0.3%	0.2%		
9	0.0%	0.1%	0.1%	0.1%	0.0%	0.0%	0.0%	0.1%	0.1%	0.2%	0.2%	0.2%	0.2%	0.2%	0.1%	0.3%	0.2%	0.3%			
10	0.0%	0.1%	0.1%	0.1%	0.0%	0.0%	0.0%	0.1%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.3%	0.2%	0.4%			
11	0.0%	0.1%	0.1%	0.1%	0.0%	0.1%	0.0%	0.2%	0.3%	0.2%	0.2%	0.2%	0.2%	0.3%	0.2%	0.3%	0.3%	0.4%			
12	0.0%	0.1%	0.1%	0.1%	0.0%	0.1%	0.1%	0.3%	0.3%	0.2%	0.2%	0.3%	0.3%	0.3%	0.3%	0.4%	0.4%				
13	0.0%	0.1%	0.1%	0.1%	0.0%	0.1%	0.1%	0.3%	0.4%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.4%	0.4%				
14	0.0%	0.1%	0.1%	0.1%	0.0%	0.1%	0.2%	0.4%	0.4%	0.3%	0.3%	0.3%	0.3%	0.3%	0.4%	0.5%	0.5%				
15	0.0%	0.1%	0.1%	0.1%	0.0%	0.1%	0.2%	0.4%	0.5%	0.3%	0.3%	0.3%	0.3%	0.4%	0.4%	0.5%					
16	0.0%	0.1%	0.1%	0.1%	0.0%	0.2%	0.3%	0.4%	0.5%	0.3%	0.3%	0.4%	0.3%	0.4%	0.5%	0.5%					
17	0.0%	0.1%	0.1%	0.1%	0.1%	0.2%	0.3%	0.4%	0.5%	0.3%	0.4%	0.4%	0.4%	0.5%	0.6%	0.6%					
18	0.0%	0.1%	0.1%	0.1%	0.1%	0.2%	0.4%	0.5%	0.6%	0.3%	0.4%	0.5%	0.4%	0.5%	0.6%						
19	0.0%	0.1%	0.1%	0.1%	0.1%	0.3%	0.4%	0.5%	0.6%	0.4%	0.5%	0.5%	0.5%	0.6%	0.6%						
20	0.0%	0.1%	0.2%	0.1%	0.3%	0.3%	0.4%	0.6%	0.7%	0.4%	0.5%	0.6%	0.5%	0.6%	0.7%						
21	0.0%	0.1%	0.2%	0.1%	0.3%	0.3%	0.5%	0.6%	0.7%	0.4%	0.5%	0.6%	0.5%	0.7%							
22	0.0%	0.2%	0.2%	0.2%	0.5%	0.4%	0.6%	0.6%	0.8%	0.5%	0.6%	0.7%	0.6%	0.7%							
23	0.2%	0.2%	0.3%	0.2%	0.5%	0.4%	0.6%	0.7%	0.9%	0.5%	0.6%	0.7%	0.6%	0.8%							
24	0.2%	0.2%	0.5%	0.3%	0.6%	0.5%	0.7%	0.8%	1.0%	0.6%	0.7%	0.9%	0.7%								
25	0.2%	0.4%	0.6%	0.3%	0.8%	0.5%	0.7%	0.8%	1.0%	0.7%	0.9%	0.9%	0.8%								
26	0.2%	0.4%	0.7%	0.4%	0.9%	0.6%	0.7%	0.9%	1.1%	0.9%	1.1%	1.0%	0.9%								
27	0.2%	0.5%	0.9%	0.5%	1.0%	0.6%	0.8%	1.0%	1.3%	1.1%	1.2%	1.0%									

MoB	Q1 2015	Q2 2015	Q3 2015	Q4 2015	Q1 2016	Q2 2016	Q3 2016	Q4 2016	Q1 2017	Q2 2017	Q3 2017	Q4 2017	Q1 2018	Q2 2018	Q3 2018	Q4 2018	Q1 2019	Q2 2019	Q3 2019	Q4 2019	Q1 2020
28	0.3%	0.8%	1.0%	0.5%	1.0%	0.7%	0.9%	1.1%	1.5%	1.3%	1.4%	1.1%									
29	0.3%	0.8%	1.3%	0.7%	1.2%	0.8%	0.9%	1.2%	1.6%	1.5%	1.5%	1.3%									
30	0.5%	0.9%	1.5%	0.8%	1.3%	0.9%	1.1%	1.3%	1.8%	1.7%	1.7%										
31	0.5%	0.9%	1.9%	1.0%	1.6%	1.1%	1.4%	1.5%	2.1%	2.0%	1.9%										
32	0.5%	1.0%	1.9%	1.2%	1.9%	1.2%	1.5%	1.8%	2.4%	2.2%	2.1%										
33	0.6%	1.2%	2.0%	1.2%	2.0%	1.3%	1.7%	2.0%	2.5%	2.4%											
34	1.0%	1.3%	2.1%	1.2%	2.1%	1.4%	1.8%	2.1%	2.7%	2.5%											
35	1.0%	1.4%	2.3%	1.4%	2.1%	1.5%	1.9%	2.2%	2.7%	2.7%											
36	1.2%	1.5%	2.3%	1.6%	2.2%	1.5%	2.0%	2.3%	2.8%												
37	1.4%	1.6%	2.4%	1.6%	2.2%	1.6%	2.1%	2.3%	2.9%												
38	1.4%	1.6%	2.4%	1.7%	2.3%	1.6%	2.2%	2.3%	3.0%												
39	1.4%	1.6%	2.5%	1.7%	2.3%	1.7%	2.2%	2.4%													
40	1.4%	1.7%	2.5%	1.7%	2.3%	1.8%	2.3%	2.4%													
41	1.4%	1.7%	2.5%	1.7%	2.3%	1.8%	2.3%	2.4%													
42	1.4%	1.7%	2.5%	1.8%	2.4%	1.8%	2.3%														
43	1.4%	1.7%	2.5%	1.9%	2.4%	1.8%	2.3%														
44	1.4%	1.7%	2.5%	1.9%	2.4%	1.9%	2.4%														
45	1.4%	1.7%	2.5%	1.9%	2.5%	1.9%															
46	1.4%	1.7%	2.6%	1.9%	2.5%	1.9%															
47	1.5%	1.7%	2.6%	1.9%	2.5%	1.9%															
48	1.5%	1.7%	2.6%	1.9%	2.5%																
49	1.6%	1.7%	2.6%	1.9%	2.5%																
50	1.6%	1.7%	2.6%	1.9%	2.5%																
51	1.6%	1.7%	2.6%	1.9%																	
52	1.6%	1.7%	2.6%	1.9%																	
53	1.6%	1.7%	2.6%	1.9%																	
54	1.6%	1.7%	2.6%																		
55	1.6%	1.7%	2.6%																		
56	1.6%	1.7%	2.6%																		

MoB	Q1 2015	Q2 2015	Q3 2015	Q4 2015	Q1 2016	Q2 2016	Q3 2016	Q4 2016	Q1 2017	Q2 2017	Q3 2017	Q4 2017	Q1 2018	Q2 2018	Q3 2018	Q4 2018	Q1 2019	Q2 2019	Q3 2019	Q4 2019	Q1 2020
57	1.6%	1.7%																			
58	1.6%	1.7%																			
59	1.6%	1.7%																			
60	1.6%																				
61	1.6%																				
62	1.6%																				

Notes

Data as of 31 May 2020
Static balance method
*Quarterly vintage tier mixes adjusted for the tier mix weightings of the ABS pool



Recovery rates

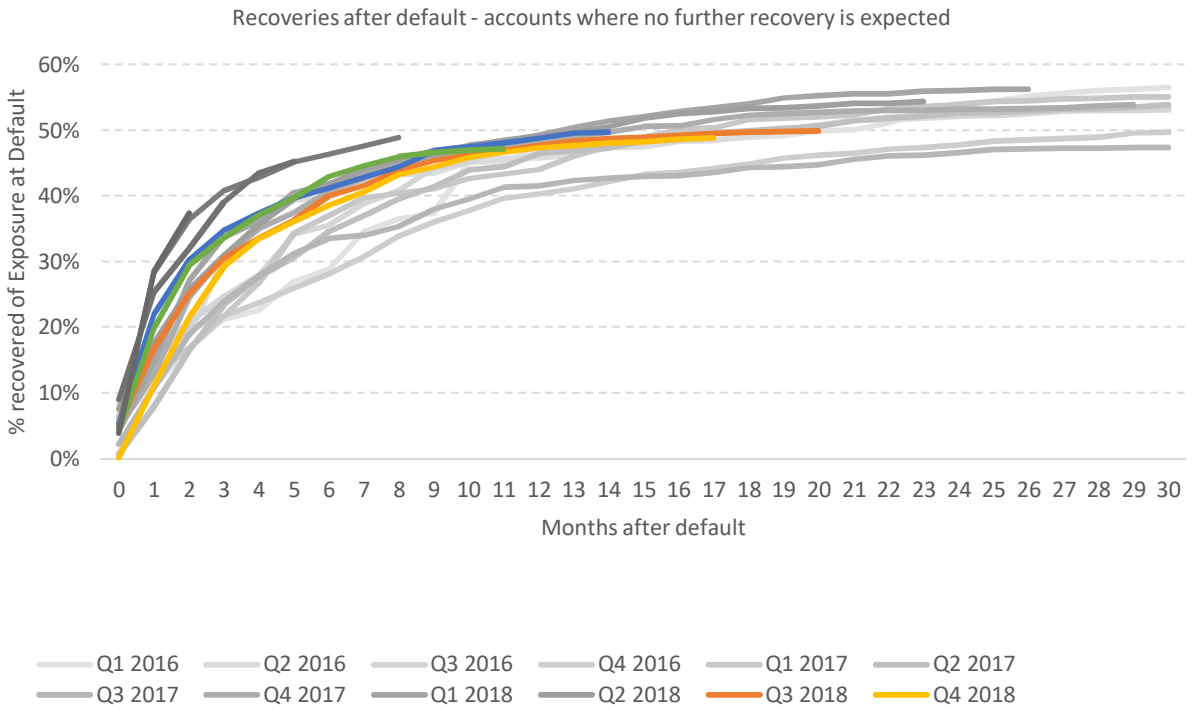
The cumulative recovery rate in respect of a month for a generation of Defaulted Receivables (being all loans defaulted during the same quarter), is calculated as the ratio of:

(a) the cumulative recovered amounts recorded between the beginning of the quarter when such Receivables were defaulted and the end of the relevant month of that quarter, to

(b) the gross defaulted amount of such Receivables.

Data as of 31 May 2020.

Total Recoveries – Hostile terminations only



No further recoveries expected

	Quarter of Default																			
Months after default	Q2 2015	Q3 2015	Q4 2015	Q1 2016	Q2 2016	Q3 2016	Q4 2016	Q1 2017	Q2 2017	Q3 2017	Q4 2017	Q1 2018	Q2 2018	Q3 2018	Q4 2018	Q1 2019	Q2 2019	Q3 2019	Q4 2019	Q1 2020
0	100%	19%	2%	6%	8%	6%	7%	6%	1%	2%	5%	4%	8%	5%	0%	5%	4%	5%	9%	4%
1	100%	22%	3%	11%	17%	16%	15%	13%	8%	11%	13%	15%	18%	17%	11%	22%	20%	28%	25%	29%
2	100%	30%	7%	17%	19%	21%	20%	17%	16%	19%	24%	27%	26%	25%	21%	30%	29%	36%	32%	37%
3	100%	38%	16%	21%	31%	25%	22%	22%	23%	24%	31%	34%	31%	30%	29%	35%	34%	41%	39%	
4	100%	38%	16%	23%	36%	28%	24%	27%	28%	28%	35%	36%	36%	34%	34%	37%	37%	43%	44%	
5	100%	48%	27%	27%	39%	34%	26%	34%	31%	31%	37%	41%	40%	36%	36%	40%	40%	45%	45%	
6	100%	53%	34%	29%	40%	36%	28%	37%	35%	34%	41%	42%	42%	40%	39%	41%	43%	46%		
7	100%	54%	35%	35%	42%	39%	31%	40%	37%	34%	43%	44%	44%	42%	41%	43%	45%	48%		
8	100%	55%	35%	36%	43%	41%	34%	40%	39%	35%	45%	45%	46%	44%	43%	44%	46%	49%		
9	100%	55%	35%	37%	43%	44%	36%	41%	41%	38%	46%	46%	47%	45%	44%	47%	47%			
10	100%	55%	36%	45%	45%	45%	38%	43%	44%	40%	46%	48%	47%	46%	46%	47%	47%			
11	100%	55%	36%	45%	46%	47%	40%	43%	44%	41%	48%	48%	48%	47%	47%	48%	47%			
12	100%	55%	36%	47%	46%	48%	40%	44%	46%	42%	48%	49%	49%	48%	47%	49%				
13	100%	55%	36%	47%	46%	48%	41%	46%	47%	42%	49%	50%	50%	48%	48%	50%				
14	100%	56%	36%	48%	47%	48%	42%	48%	47%	43%	50%	51%	51%	49%	48%	50%				
15	100%	56%	36%	48%	47%	49%	43%	49%	48%	43%	51%	52%	52%	49%	48%					
16	100%	56%	33%	48%	48%	49%	44%	50%	49%	43%	51%	53%	53%	49%	49%					
17	100%	56%	33%	48%	48%	50%	44%	50%	50%	44%	52%	53%	53%	49%	49%					
18	100%	57%	33%	49%	49%	50%	45%	52%	50%	44%	52%	54%	53%	50%						
19	100%	57%	33%	49%	50%	50%	46%	52%	50%	44%	52%	55%	53%	50%						
20	100%	57%	34%	50%	51%	51%	46%	52%	51%	45%	53%	55%	54%	50%						
21	100%	57%	34%	50%	51%	52%	46%	52%	51%	46%	53%	56%	54%							
22	100%	58%	35%	51%	52%	52%	47%	53%	52%	46%	53%	56%	54%							
23	100%	58%	35%	53%	52%	52%	47%	54%	52%	46%	53%	56%	54%							
24	100%	58%	35%	54%	52%	52%	48%	54%	53%	47%	53%	56%								

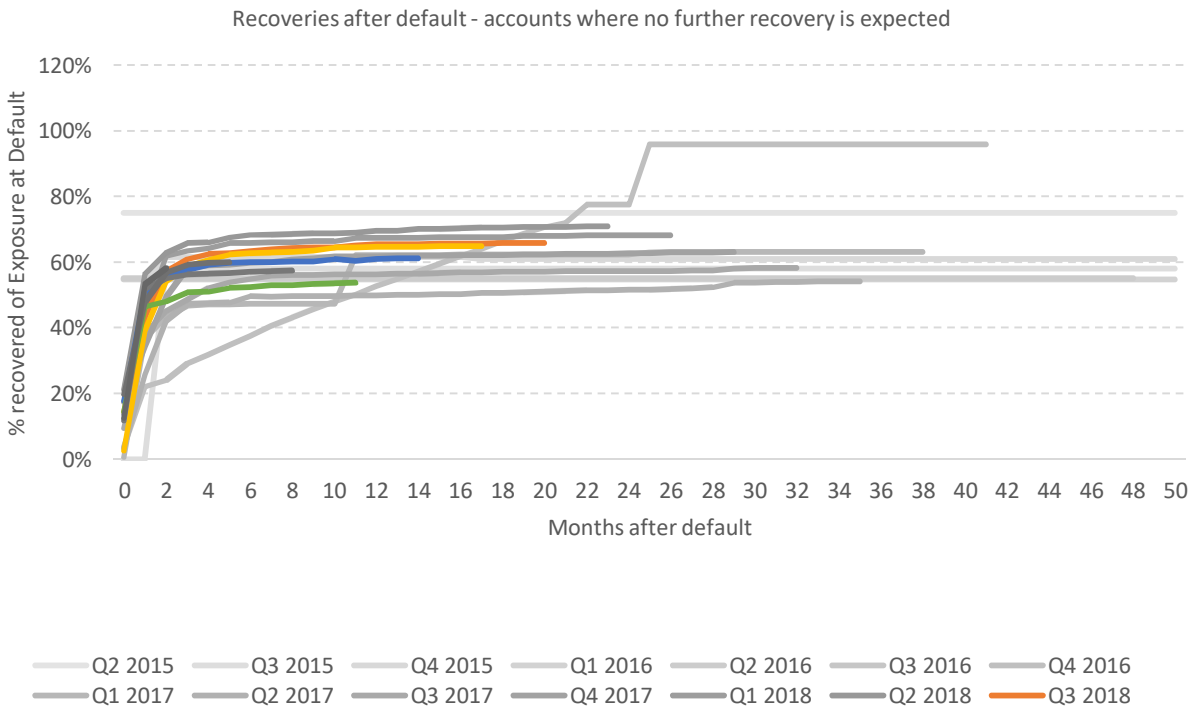
No further recoveries expected

	Quarter of Default																			
	Q2 2015	Q3 2015	Q4 2015	Q1 2016	Q2 2016	Q3 2016	Q4 2016	Q1 2017	Q2 2017	Q3 2017	Q4 2017	Q1 2018	Q2 2018	Q3 2018	Q4 2018	Q1 2019	Q2 2019	Q3 2019	Q4 2019	Q1 2020
25	100%	58%	35%	54%	52%	52%	48%	54%	53%	47%	53%	56%								
26	100%	58%	35%	55%	53%	52%	49%	54%	53%	47%	53%	56%								
27	100%	58%	36%	56%	53%	53%	49%	55%	53%	47%	53%									
28	100%	58%	36%	56%	53%	53%	49%	55%	53%	47%	54%									
29	100%	58%	36%	56%	53%	53%	50%	55%	54%	47%	54%									
30	100%	58%	36%	57%	53%	53%	50%	55%	54%	47%										
31	100%	58%	37%	57%	54%	53%	50%	55%	54%	47%										
32	100%	58%	37%	57%	54%	53%	51%	55%	54%	47%										
33	100%	59%	38%	57%	54%	53%	51%	55%	54%											
34	100%	59%	38%	57%	54%	53%	51%	55%	54%											
35	100%	59%	38%	57%	54%	53%	52%	56%	54%											
36	100%	59%	38%	57%	54%	53%	52%	56%												
37	100%	59%	39%	58%	54%	53%	52%	56%												
38	100%	59%	40%	58%	55%	53%	52%	56%												
39	100%	59%	46%	58%	55%	54%	52%													
40	100%	59%	47%	58%	55%	54%	52%													
41	100%	59%	47%	58%	55%	54%	52%													
42	100%	59%	48%	58%	56%	54%														
43	100%	59%	48%	58%	56%	54%														
44	100%	59%	48%	59%	56%	54%														
45	100%	59%	48%	59%	56%															
46	100%	59%	48%	59%	56%															
47	100%	59%	48%	59%	56%															
48	100%	59%	48%	59%																
49	100%	59%	49%	59%																
50	100%	59%	49%	59%																

Notes

Default data in this table excludes Voluntary Terminations.
Recovery figures do not include any uplift from proceeds of future debt sales.
Recovery data as at 31 May 2020.

Total Recoveries - VT Receivables only



No further recoveries expected

	Quarter of Default																			
Months after default	Q2 2015	Q3 2015	Q4 2015	Q1 2016	Q2 2016	Q3 2016	Q4 2016	Q1 2017	Q2 2017	Q3 2017	Q4 2017	Q1 2018	Q2 2018	Q3 2018	Q4 2018	Q1 2019	Q2 2019	Q3 2019	Q4 2019	Q1 2020
0	75%	0%	21%	55%	55%		4%	1%	3%	10%	17%	14%	21%	14%	3%	18%	15%	12%	20%	13%
1	75%	0%	54%	55%	55%		22%	37%	26%	38%	35%	43%	57%	44%	39%	51%	46%	52%	48%	53%
2	75%	58%	62%	55%	55%		24%	43%	42%	45%	49%	62%	63%	57%	54%	55%	48%	55%	57%	58%
3	75%	58%	62%	55%	55%		29%	47%	47%	49%	58%	63%	66%	61%	59%	58%	51%	56%	59%	
4	75%	58%	62%	55%	55%		32%	47%	47%	52%	59%	64%	66%	62%	61%	59%	51%	56%	60%	
5	75%	58%	62%	55%	55%		35%	47%	48%	54%	59%	66%	67%	63%	62%	60%	52%	57%	60%	
6	75%	58%	62%	55%	55%		38%	47%	50%	55%	60%	66%	68%	63%	63%	60%	52%	57%		
7	75%	58%	62%	55%	55%		41%	47%	49%	56%	60%	66%	68%	64%	63%	60%	53%	57%		
8	75%	58%	62%	55%	55%		43%	47%	50%	56%	61%	66%	69%	64%	63%	60%	53%	57%		
9	75%	58%	62%	55%	55%		46%	47%	50%	56%	61%	66%	69%	64%	63%	60%	53%			
10	75%	58%	62%	55%	55%		48%	47%	50%	56%	62%	66%	69%	64%	64%	61%	54%			
11	75%	58%	62%	55%	55%		50%	62%	50%	56%	62%	67%	69%	65%	65%	60%	54%			
12	75%	58%	62%	55%	55%		53%	62%	50%	56%	62%	67%	70%	65%	65%	61%				
13	75%	58%	62%	55%	55%		55%	62%	50%	56%	62%	67%	70%	65%	65%	61%				
14	75%	58%	62%	55%	55%		57%	62%	50%	56%	62%	67%	70%	66%	65%	61%				
15	75%	58%	62%	55%	55%		60%	62%	50%	57%	62%	67%	70%	66%	65%					
16	75%	58%	62%	55%	55%		62%	62%	50%	57%	62%	68%	70%	66%	65%					
17	75%	58%	61%	55%	55%		64%	62%	51%	57%	62%	68%	70%	66%	65%					
18	75%	58%	61%	55%	55%		67%	62%	51%	57%	62%	68%	71%	66%						
19	75%	58%	61%	55%	55%		69%	62%	51%	57%	62%	68%	71%	66%						
20	75%	58%	61%	55%	55%		71%	62%	51%	57%	62%	68%	71%	66%						
21	75%	58%	61%	55%	55%		72%	62%	51%	57%	62%	68%	71%							
22	75%	58%	61%	55%	55%		78%	62%	51%	57%	63%	68%	71%							
23	75%	58%	61%	55%	55%		78%	62%	51%	57%	63%	68%	71%							
24	75%	58%	61%	55%	55%		78%	62%	52%	57%	63%	68%								

No further recoveries expected

	Quarter of Default																			
	Q2 2015	Q3 2015	Q4 2015	Q1 2016	Q2 2016	Q3 2016	Q4 2016	Q1 2017	Q2 2017	Q3 2017	Q4 2017	Q1 2018	Q2 2018	Q3 2018	Q4 2018	Q1 2019	Q2 2019	Q3 2019	Q4 2019	Q1 2020
25	75%	58%	61%	55%	55%		96%	63%	52%	57%	63%	68%								
26	75%	58%	61%	55%	55%		96%	63%	52%	57%	63%	68%								
27	75%	58%	61%	55%	55%		96%	63%	52%	57%	63%									
28	75%	58%	61%	55%	55%		96%	63%	52%	57%	63%									
29	75%	58%	61%	55%	55%		96%	63%	54%	58%	63%									
30	75%	58%	61%	55%	55%		96%	63%	54%	58%										
31	75%	58%	61%	55%	55%		96%	63%	54%	58%										
32	75%	58%	61%	55%	55%		96%	63%	54%	58%										
33	75%	58%	61%	55%	55%		96%	63%	54%											
34	75%	58%	61%	55%	55%		96%	63%	54%											
35	75%	58%	61%	55%	55%		96%	63%	54%											
36	75%	58%	61%	55%	55%		96%	63%												
37	75%	58%	61%	55%	55%		96%	63%												
38	75%	58%	61%	55%	55%		96%	63%												
39	75%	58%	61%	55%	55%		96%													
40	75%	58%	61%	55%	55%		96%													
41	75%	58%	61%	55%	55%		96%													
42	75%	58%	61%	55%	55%															
43	75%	58%	61%	55%	55%															
44	75%	58%	61%	55%	55%															
45	75%	58%	61%	55%	55%															
46	75%	58%	61%	55%	55%															
47	75%	58%	61%	55%	55%															
48	75%	58%	61%	55%	55%															
49	75%	58%	61%	55%																
50	75%	58%	61%	55%																

For default vintages going back to 2017, the total recovered has been similar for petrol and diesel underlying assets with a difference of approximately 3 percentage points on average. This difference has been converging over time towards equality. In respect of timing, both petrol and diesel underlying assets show similar recovery profiles.

Notes

Default data in this table only includes Voluntary Terminations.
Recovery figures do not include any uplift from proceeds of future debt sales.
There are no recovery figures for Q3 2016.
Recovery data as at 31 May 2020.

Prepayments

For a given month, the annualised prepayment rate (APPR) is calculated from the monthly prepayment rate (MPPR) according to the following formula: APPR = 1-(1-MPPR)^(12).

The monthly prepayment rate (MPPR) is calculated as the ratio of:

(a) the principal amounts prepaid during the month, to

(b) the outstanding principal balance of all Receivables (Defaulted Receivables and Voluntarily Terminated Receivables excluded) at the end of the previous month.

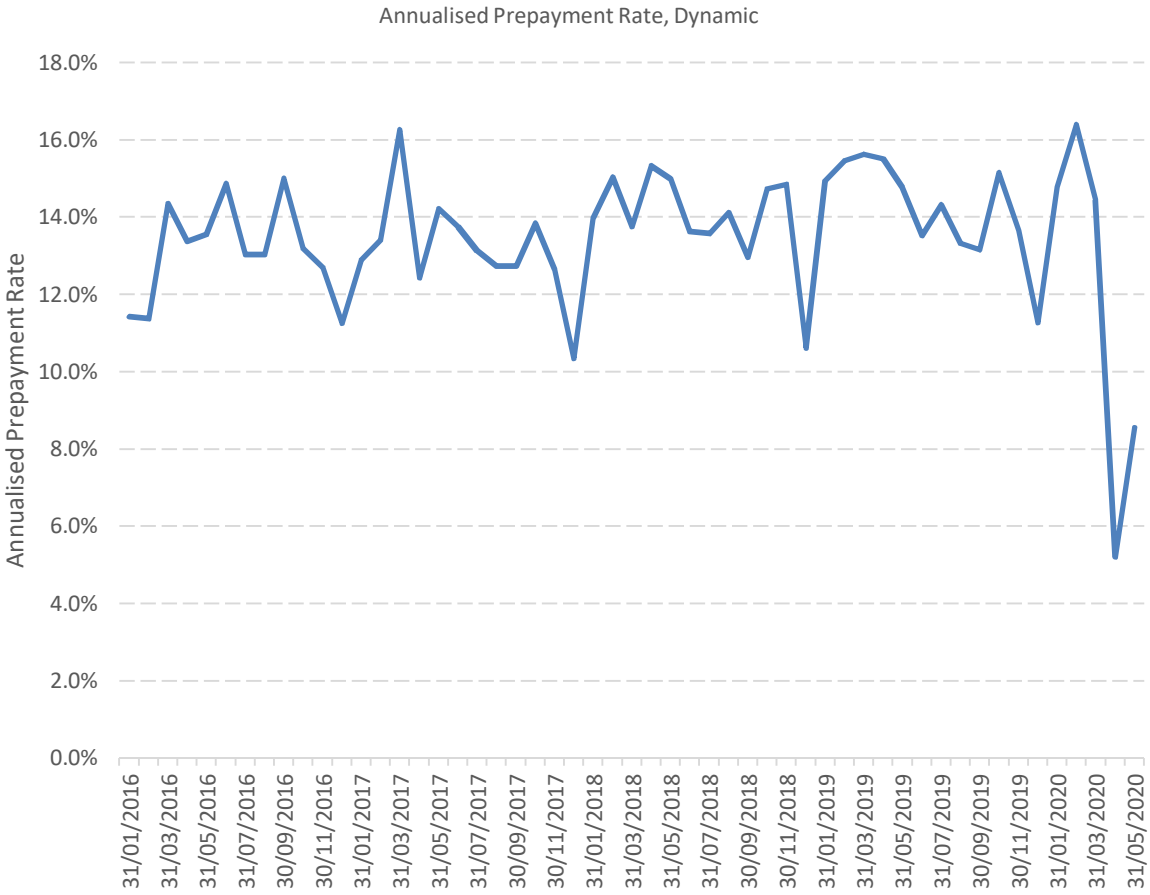
Dynamic Prepayment Rate

Date	Performing Capital Balance	Principal Prepayment Amount	Annualised Prepayment Rate
30/11/2014	7,100	-	0.0%
31/12/2014	41,436	-	0.0%
31/01/2015	214,142	-	0.0%
28/02/2015	1,122,132	-	0.0%
31/03/2015	3,791,260	6,269	6.5%
30/04/2015	6,218,824	3,006	0.9%
31/05/2015	9,976,670	8,796	1.7%
30/06/2015	14,002,940	28,628	3.4%
31/07/2015	19,470,772	56,294	4.7%
31/08/2015	25,655,482	104,776	6.3%
30/09/2015	32,572,784	199,286	8.9%
31/10/2015	37,927,675	299,736	10.5%
30/11/2015	43,805,137	229,699	7.0%
31/12/2015	48,046,380	518,336	13.3%
31/01/2016	56,288,982	483,305	11.4%
29/02/2016	64,601,364	563,713	11.4%
31/03/2016	73,995,323	828,926	14.4%
30/04/2016	85,695,199	880,020	13.4%
31/05/2016	98,288,889	1,034,268	13.6%
30/06/2016	109,942,360	1,309,991	14.9%
31/07/2016	120,755,210	1,271,649	13.0%
31/08/2016	131,920,766	1,396,181	13.0%
30/09/2016	144,583,384	1,774,239	15.0%
31/10/2016	156,582,736	1,695,640	13.2%
30/11/2016	167,381,684	1,761,429	12.7%
31/12/2016	172,843,908	1,656,443	11.2%
31/01/2017	181,964,445	1,977,540	12.9%
28/02/2017	195,359,528	2,171,689	13.4%
31/03/2017	209,380,318	2,867,771	16.3%
30/04/2017	221,130,061	2,303,407	12.4%
31/05/2017	234,907,160	2,809,152	14.2%
30/06/2017	250,961,487	2,881,198	13.8%
31/07/2017	267,765,596	2,926,390	13.1%
31/08/2017	285,154,339	3,023,609	12.7%
30/09/2017	300,872,659	3,216,787	12.7%

Date	Performing Capital Balance	Principal Prepayment Amount	Annualised Prepayment Rate
31/10/2017	316,381,247	3,713,012	13.8%
30/11/2017	331,567,667	3,546,152	12.7%
31/12/2017	343,940,946	3,002,766	10.3%
31/01/2018	368,750,017	4,286,257	14.0%
28/02/2018	392,042,795	4,970,073	15.0%
31/03/2018	415,887,611	4,808,528	13.8%
30/04/2018	438,885,712	5,727,827	15.3%
31/05/2018	463,812,395	5,908,203	15.0%
30/06/2018	486,411,750	5,626,686	13.6%
31/07/2018	505,327,354	5,880,715	13.6%
31/08/2018	524,909,436	6,368,051	14.1%
30/09/2018	541,673,311	6,034,483	13.0%
31/10/2018	558,701,977	7,148,185	14.7%
30/11/2018	574,738,491	7,438,233	14.9%
31/12/2018	582,940,814	5,347,114	10.6%
31/01/2019	602,926,071	7,818,428	15.0%
28/02/2019	621,567,702	8,382,555	15.5%
31/03/2019	645,557,143	8,739,920	15.6%
30/04/2019	661,402,482	9,009,749	15.5%
31/05/2019	668,156,796	8,747,755	14.8%
30/06/2019	674,889,791	8,041,565	13.5%
31/07/2019	684,471,441	8,641,446	14.3%
31/08/2019	698,022,622	8,110,394	13.3%
30/09/2019	712,081,964	8,162,865	13.2%
31/10/2019	729,682,216	9,677,727	15.1%
30/11/2019	744,752,281	8,880,698	13.7%
31/12/2019	752,805,253	7,383,860	11.3%
31/01/2020	773,594,788	9,973,796	14.8%
29/02/2020	797,468,155	11,460,856	16.4%
31/03/2020	802,145,242	10,311,552	14.5%
30/04/2020	780,969,016	3,567,775	5.2%
31/05/2020	758,509,860	5,799,807	8.6%

Notes

Performing capital balance excludes any accounts in default or VT status.



Delinquencies

For a given month and a given delinquency bucket (e.g. 1 instalment delinquent), the delinquency rate is calculated as the ratio of:

(a) the outstanding principal balance of all delinquent receivables (in the same delinquency bucket) at the end of the month the month, to

(b) the outstanding principal balance of all Receivables (Defaulted Receivables and Voluntarily Terminated Receivables excluded) at the end of the month.

In the delinquency data presented, contractual arrears state (i.e. unadjusted/unfrozen arrears) has been used except for loans that have had a full payment deferral applied.

Dynamic Delinquency Balances

Date	Arrears State 0	Arrears State >0, <1	Arrears State >=1, <2	Arrears State >=2, <3	Arrears State >=3, not defaulted	**Total Capital Balance**
30/11/2014	7,100	-	-	-	-	**7,100**
31/12/2014	41,436	-	-	-	-	**41,436**
31/01/2015	214,142	-	-	-	-	**214,142**
28/02/2015	1,115,824	-	6,308	-	-	**1,122,132**
31/03/2015	3,745,270	-	45,991	-	-	**3,791,260**
30/04/2015	6,186,531	6,660	25,633	-	-	**6,218,824**
31/05/2015	9,908,344	33,415	34,911	-	-	**9,976,670**
30/06/2015	13,785,361	52,365	165,214	-	-	**14,002,940**
31/07/2015	19,180,096	31,047	236,035	23,593	-	**19,470,772**
31/08/2015	25,116,177	75,020	396,518	52,063	15,705	**25,655,482**
30/09/2015	31,459,002	65,557	922,775	112,450	13,000	**32,572,784**
31/10/2015	36,780,785	114,079	771,183	197,240	64,388	**37,927,675**
30/11/2015	42,538,110	159,915	824,078	207,247	75,787	**43,805,137**
31/12/2015	45,987,755	189,849	1,412,134	302,066	154,576	**48,046,380**
31/01/2016	53,997,965	195,393	1,467,331	449,992	178,299	**56,288,982**
29/02/2016	62,021,040	262,912	1,516,192	498,341	302,880	**64,601,364**
31/03/2016	70,396,636	369,783	2,328,359	620,740	279,805	**73,995,323**
30/04/2016	82,174,160	459,118	2,125,393	614,994	321,533	**85,695,199**
31/05/2016	94,608,870	469,222	2,201,154	721,134	288,507	**98,288,889**
30/06/2016	105,012,883	662,719	2,950,764	941,095	374,898	**109,942,360**
31/07/2016	115,763,980	696,776	2,894,413	915,257	484,784	**120,755,210**
31/08/2016	126,692,321	750,751	2,860,700	976,818	640,176	**131,920,766**
30/09/2016	138,105,691	1,016,454	3,722,012	1,134,529	604,699	**144,583,384**
31/10/2016	149,225,523	1,062,418	4,168,385	1,528,213	598,197	**156,582,736**
30/11/2016	158,369,260	1,093,963	5,397,434	1,644,457	876,569	**167,381,684**
31/12/2016	162,570,889	1,259,365	6,206,391	1,852,733	954,530	**172,843,908**
31/01/2017	169,944,154	1,571,213	7,483,209	1,914,909	1,050,960	**181,964,445**
28/02/2017	184,866,976	1,716,227	5,979,350	1,701,303	1,095,672	**195,359,528**
31/03/2017	196,875,294	1,995,674	7,377,081	2,066,948	1,065,320	**209,380,318**
30/04/2017	209,098,080	2,374,104	6,609,863	1,978,830	1,069,184	**221,130,061**
31/05/2017	219,443,364	2,494,407	9,114,476	2,821,966	1,032,946	**234,907,160**
30/06/2017	237,087,845	2,427,551	7,543,262	2,583,520	1,319,310	**250,961,487**

Date	Arrears State 0	Arrears State >0, <1	Arrears State >=1, <2	Arrears State >=2, <3	Arrears State >=3, not defaulted	**Total Capital Balance**
31/07/2017	253,155,647	2,446,811	8,414,548	2,593,275	1,155,315	**267,765,596**
31/08/2017	268,039,568	2,181,553	10,607,523	2,968,894	1,356,800	**285,154,339**
30/09/2017	285,136,680	3,051,624	8,453,517	2,939,923	1,290,915	**300,872,659**
31/10/2017	298,557,808	3,100,209	10,418,688	2,937,874	1,366,669	**316,381,247**
30/11/2017	314,406,355	3,102,456	9,923,380	2,811,280	1,324,195	**331,567,667**
31/12/2017	323,431,679	3,005,857	12,776,889	3,284,397	1,442,125	**343,940,946**
31/01/2018	345,650,750	3,751,538	13,544,512	3,971,822	1,831,395	**368,750,017**
28/02/2018	370,993,767	3,760,451	11,965,910	3,461,610	1,861,058	**392,042,795**
31/03/2018	394,577,490	4,133,678	11,818,221	3,423,821	1,934,401	**415,887,611**
30/04/2018	418,616,211	4,086,193	11,353,584	2,987,862	1,841,862	**438,885,712**
31/05/2018	440,397,914	4,073,621	14,366,257	3,389,383	1,585,219	**463,812,395**
30/06/2018	463,899,120	4,481,005	13,221,982	3,156,087	1,653,556	**486,411,750**
31/07/2018	479,526,834	4,716,746	15,759,530	4,043,622	1,280,622	**505,327,354**
31/08/2018	497,489,535	4,626,854	17,388,700	3,945,030	1,459,316	**524,909,436**
30/09/2018	515,658,594	4,973,173	15,451,943	3,934,360	1,655,241	**541,673,311**
31/10/2018	529,862,615	5,568,528	17,349,434	4,026,889	1,894,511	**558,701,977**
30/11/2018	545,242,929	5,799,549	17,900,093	4,056,354	1,739,566	**574,738,491**
31/12/2018	546,705,014	5,488,445	23,172,756	5,288,108	2,286,491	**582,940,814**
31/01/2019	567,005,563	6,207,679	21,310,763	5,858,306	2,543,759	**602,926,071**
28/02/2019	587,113,134	6,871,609	20,871,345	4,552,224	2,159,390	**621,567,702**
31/03/2019	609,658,643	6,419,614	22,002,110	5,432,797	2,043,979	**645,557,143**
30/04/2019	621,970,892	6,025,675	25,008,775	5,960,172	2,436,969	**661,402,482**
31/05/2019	627,987,476	6,141,459	25,146,182	6,274,537	2,607,142	**668,156,796**
30/06/2019	637,350,955	6,200,782	23,128,210	5,945,271	2,264,573	**674,889,791**
31/07/2019	645,761,359	6,305,667	23,886,105	6,066,440	2,451,870	**684,471,441**
31/08/2019	657,293,884	6,626,316	25,819,572	5,842,564	2,440,287	**698,022,622**
30/09/2019	674,621,019	6,856,058	22,544,093	5,939,681	2,121,112	**712,081,964**
31/10/2019	687,149,427	6,678,155	27,342,842	5,967,281	2,544,510	**729,682,216**
30/11/2019	705,778,961	7,364,754	23,824,719	5,562,433	2,221,416	**744,752,281**
31/12/2019	703,534,984	6,770,866	32,278,189	7,345,605	2,875,608	**752,805,253**
31/01/2020	726,715,866	7,856,088	28,187,964	7,608,437	3,226,433	**773,594,788**
29/02/2020	752,921,407	8,879,947	26,593,059	6,153,199	2,920,544	**797,468,155**
31/03/2020	735,136,359	13,476,752	41,310,803	8,980,330	3,240,998	**802,145,242**
30/04/2020	663,330,235	48,394,451	50,224,620	14,117,418	4,902,291	**780,969,016**
31/05/2020	635,732,784	48,405,005	48,379,689	19,174,756	6,817,626	**758,509,860**

Notes

The total capital balance excludes any accounts in default or VT status.

Historical Origination Volumes by Month

Month of origination	Total £
30/11/2014	7,100
31/12/2014	34,336
31/01/2015	179,551
28/02/2015	908,372

Month of origination	Total £
31/03/2015	2,700,040
30/04/2015	2,452,202
31/05/2015	3,913,963
30/06/2015	4,215,396
31/07/2015	5,710,556
31/08/2015	6,475,849
30/09/2015	7,522,766
31/10/2015	6,058,670
30/11/2015	6,688,029
31/12/2015	5,393,013
31/01/2016	9,439,540
29/02/2016	9,724,397
31/03/2016	11,427,625
30/04/2016	13,670,887
31/05/2016	15,180,223
30/06/2016	14,437,843
31/07/2016	13,700,753
31/08/2016	14,992,573
30/09/2016	16,772,646
31/10/2016	16,346,250
30/11/2016	15,421,055
31/12/2016	10,286,294
31/01/2017	15,108,314
28/02/2017	18,963,006
31/03/2017	21,373,131
30/04/2017	17,599,893
31/05/2017	22,035,199
30/06/2017	23,719,122
31/07/2017	25,314,780
31/08/2017	26,196,756
30/09/2017	24,379,034
31/10/2017	26,337,109
30/11/2017	25,403,587
31/12/2017	21,957,645
31/01/2018	37,249,512
28/02/2018	36,162,313
31/03/2018	38,170,980
30/04/2018	38,747,076
31/05/2018	40,843,631
30/06/2018	37,364,261
31/07/2018	36,069,746
31/08/2018	37,067,791
30/09/2018	32,920,120
31/10/2018	37,471,155
30/11/2018	35,604,889
31/12/2018	26,036,908

Month of origination	Total £
31/01/2019	41,560,561
28/02/2019	40,073,078
31/03/2019	47,691,688
30/04/2019	39,989,600
31/05/2019	31,206,138
30/06/2019	29,538,966
31/07/2019	36,356,410
31/08/2019	37,990,028
30/09/2019	39,577,207
31/10/2019	45,100,417
30/11/2019	40,731,338
31/12/2019	34,045,707
31/01/2020	50,093,167
29/02/2020	53,567,641
31/03/2020	34,591,968
30/04/2020	2,102,226
31/05/2020	2,385,051

Notes

Data as of 31 May 2020

Inferential statement of the Issuer

The Issuer states herewith that the securitised assets backing the issue have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Notes and the Residual Certificates. However, this is not a guarantee given by the Issuer and the Issuer as a special purpose entity has only limited resources available as described under the "*RISK FACTORS – Structural Considerations – Limited resources of the Issuer*".

ESTIMATED WEIGHTED AVERAGE LIFE OF THE NOTES

Weighted Average Life of the Notes

The weighted average life 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, the Class X1 Notes and the Class X2 Notes refers to the average amount of time that will elapse (on an actual/365 basis) from the Closing Date 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, the Class X1 Notes and the Class X2 Notes to the date of distribution of amounts of principal to the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders, the Class X1 Noteholders and the Class X2 Noteholders (assuming no losses).

The weighted average life 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, the Class X1 Notes and the Class X2 Notes will be influenced by, amongst other things, the rate at which the Purchased Receivables are repaid or reduced, which may be in the form of scheduled amortisation, prepayments or defaults. The weighted average life 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, the Class X1 Notes and the Class X2 Notes may also be influenced by factors like arrears.

The following tables are prepared on the basis of certain assumptions, as described below:

(a) the Cut-Off Date is 30 June 2020;

(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, the Class X1 Notes and the Class X2 Notes are issued on the Closing Date of 28 July 2020;

(c) the first Interest Payment Date will be 20 September 2020 and thereafter each following Interest Payment Date will be on the 20th calendar day of each month;

(d) Compounded Daily SONIA is 0.25% per annum and the margins per annum on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes, the Class X1 Notes and the Class X2 Notes are as follows:

  (1) Class A Notes: 1.10%;

  (2) Class B Notes: 2.25%;

  (3) Class C Notes: 3.00%;

  (4) Class D Notes: 4.50%;

  (5) Class E Notes: 5.50%;

  (6) Class F Notes: 7.00%;

  (7) Class X1 Notes: 5.00%; and

  (8) Class X2 Notes: 6.00%;

(e) Senior Expenses payable by the Issuer are equal to £130,000 per annum;

(f) no amounts described in items (b) and (c) of the definition of Available Revenue Receipts are received by the Issuer;

(g) the relative scheduled amortisation profile of the Purchased Receivables is as set out in the section "*PROVISIONAL PORTFOLIO CHARACTERISTICS AND HISTORICAL DATA – Run Out Schedule*" above;

(h) the Purchased Receivables are subject to a constant annual rate of principal prepayments as set out in the below table;

(i) no Purchased Receivables are repurchased by the Seller from the Issuer in any situation other than as described in paragraph (j) below;

(j) the Seller will exercise its right to exercise the Clean-Up Call at the earliest Interest Payment Date possible;

(k) the initial amount of each Class of Notes is equal to the Aggregate Outstanding Note Principal Amount as set forth on the front cover of this Prospectus;

(l) no delinquencies, defaults or voluntary terminations arise on the Purchased Receivables; and

(m) no option to purchase fees, early repayment charges or other fees, expenses, charges or costs under the HP Agreements are included in determining the weighted average life of the Notes.

The approximate weighted average lives 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, the Class X1 Notes and the Class X2 Notes, at various assumed rates of prepayment of the Purchased Receivables, would be as follows (with "**CPR**" being the constant prepayment rate):

Weighted average lives to Legal Maturity Date:

	Class A	Class B	Class C	Class D	Class E	Class F	Class X1	Class X2
CPR	WAL	WAL	WAL	WAL	WAL	WAL	WAL	WAL
0%	1.81	3.69	4.26	4.57	4.80	5.87	0.58	1.19
5%	1.61	3.47	4.10	4.46	4.70	5.64	0.58	1.21
10%	1.44	3.24	3.91	4.33	4.60	5.43	0.58	1.24
15%	1.29	3.00	3.71	4.17	4.48	5.25	0.58	1.27
20%	1.15	2.76	3.49	3.98	4.34	5.08	0.59	1.30
25%	1.04	2.54	3.27	3.78	4.18	4.92	0.59	1.34
30%	0.95	2.33	3.04	3.57	3.99	4.76	0.59	1.39

Weighted average lives to Clean-Up Call: 10%

	Class A	Class B	Class C	Class D	Class E	Class F	Class X1	Class X2
CPR	WAL	WAL	WAL	WAL	WAL	WAL	WAL	WAL
0%	1.81	3.69	4.26	4.57	4.62	4.62	0.58	1.19
5%	1.61	3.47	4.10	4.43	4.45	4.45	0.58	1.21
10%	1.44	3.24	3.91	4.27	4.28	4.28	0.58	1.24
15%	1.29	3.00	3.71	4.10	4.12	4.12	0.58	1.27
20%	1.15	2.76	3.49	3.93	3.95	3.95	0.59	1.30
25%	1.04	2.54	3.27	3.69	3.70	3.70	0.59	1.34
30%	0.95	2.33	3.04	3.51	3.53	3.53	0.59	1.39

The exact average life 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, the Class X1 Notes and the Class X2 Notes cannot be predicted as the actual rate at which the Purchased Receivables will be repaid and a number of other relevant factors are unknown.

The average lives 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, the Class X1 Notes and the Class X2 Notes are 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.

THE SELLER AND THE SERVICER

Corporate information and business operations

Blue Motor Finance Limited ("**Blue**", the "**Seller**" and the "**Servicer**") is a private limited company incorporated and registered in England and Wales under company number 02738187 whose registered office is at Darenth House, 84 Main Road, Sundridge, Kent TN14 6ER.

Blue was originally incorporated in 1992 as Packexcess Limited. The company came under the control of the current directors and senior management in July 2012, changing its name to Blue Motor Finance Limited in July 2014.

Based just outside London in Kent, Blue provides point of sale financing to customers on a hire purchase basis for the acquisition of motor vehicles.

Blue currently has a sales team covering England, Wales and Scotland. The sales team services a network of Introducers (as defined below) ranging from small independent dealerships and brokers to large multi-franchised dealerships. Blue aims to originate a balanced portfolio of customers throughout Great Britain and continues to expand the number of dealers it works with. Further information on Blue's distribution strategy is set out below.

As of 31 May 2020, Blue was servicing a loan book of £806.8m, with 122,883 individuals, an average opening loan size of £9,116 and a weighted average contractual loan term of 58 months.

All HP Agreements have been entered into by the Seller in the name of Blue Motor Finance Limited which is registered with the Financial Conduct Authority (FCA number 737682).

Securitisation and servicing experience

Blue has originated nine previous asset-backed transactions: (i) a public securitisation in July 2018 with Azure Finance No.1 plc; and (ii) eight private warehouse or portfolio sale transactions.

Blue has been appointed by the Issuer as the Servicer under the terms of the Servicing Agreement. Blue has expertise in servicing the Portfolio and the wider Blue portfolio and has well-documented and adequate policies, procedures and risk-management controls relating to the servicing of Portfolio and the wider Blue portfolio, as further set out in the section entitled "*Servicing and Collections*" below.

Finance product description

Blue provides credit to retail customers for the purchase of motor vehicles (cars, motorbikes and light commercial vehicles) in the form of a hire purchase agreement. Hire purchase is a method of financing whereby Blue and a customer enter into an agreement under which the customer makes monthly payments to Blue for its use of the Vehicle over a certain period of time. By paying certain administrative fees, the customer can gain ownership of the Vehicle at the end of the contract period. The Vehicles which are the subject of the HP Agreements are mainly used vehicles, with identifiable values from CAP or Glass's guide.

All HP Agreements are fully amortising and do not include any guaranteed future values. Blue does not write any PCP loans.

Points of Sale

Blue has four routes to market:

1. major national dealers;

2. major brokers;

3. smaller, regional dealers; and

4. direct to customer.

The main sales channel for Blue is a network of smaller, regional dealers, which is serviced by Blue's Area Sales Managers.

Customers seeking credit to finance a vehicle are introduced to Blue through (i) Dealers, or (ii) brokers (each an "**Introducer**"). The Introducer will submit an application through Blue's online system. The application will first be assessed by Blue's Credit Decision Engine. Please see the section entitled "*Underwriting*" below for further details regarding the application procedures.

Where an application for financing is accepted, Blue and the customer will enter into an HP Agreement. Blue will pay the "Balance to Finance" (the cash price of the Vehicle, less any deposit or part exchange) of the Vehicle and a commission to the relevant Introducer.

Blue does not offer any guaranteed asset protection, return to invoice or payment protection insurance.

The HP Agreements

Pursuant to each HP Agreement, the customer is required to pay monies to Blue (as Seller). Blue's rights to receive these monies pursuant to the HP Agreements comprise the Receivables and Ancillary Rights being sold to the Issuer pursuant to the Receivables Sale and Purchase Agreement.

The Issuer's assets arising from or in connection with the Purchased Receivables will include:

- the Purchased Receivables, and Collections on the Purchased Receivables received on and after the Cut-Off Date; and

- Ancillary Rights in relation to the Purchased Receivables.

The Vehicles will not be transferred by Blue to the Issuer, but will be held on trust pursuant to the Vehicle Declaration of Trust. Any proceeds derived from (including by way of sale or otherwise) any Vehicle returned to or recovered by or on behalf of Blue will be paid to the Issuer.

Auto receivables

General

Blue has originated and serviced Receivables of a similar nature to those to be included in the Portfolio since November 2014.

The Receivables arise under fixed sum credit agreements. Blue offers two main types of HP Agreement. One type includes a credit acceptance fee charged in two parts at the start and the end of the agreement, the other does not. If the HP Agreement includes credit acceptance fees, the customer's first monthly payment will be a fee and the final contractual payment will also include an option to purchase fee, together typically approximately £160 greater than previous monthly instalments. For non-fee agreements, only an option to purchase fee of up to £10 is charged at the end of the agreement.

Payment of Interest

Each instalment payment generally consists of an interest portion and a principal portion.

If the customer makes an instalment payment after its scheduled due date, Blue has the right under the relevant HP Agreement to charge the customer late payment interest. Blue does not currently charge late payment interest.

The customer may repay the amount due pursuant to the HP Agreement early, in whole or in part, in accordance with the formulae for full and partial early settlements contained in the CCA and applicable secondary legislation.

Residual value risk

All HP Agreements are fully amortising. There is no contractual residual value risk arising (other than in respect of Defaulted Receivables and Voluntarily Terminated Receivables).

Origination

The HP Agreements are originated through Blue's network of selected Introducers or through Blue's internal, direct to consumer operation. The majority of HP Agreements come directly from Dealers with a portion received via brokers and a smaller portion from Blue's direct to consumer channel where Blue manages the loan proposal and refers customers to its dealer network for the supply of the vehicle.

Blue enters into formal written agreements with each Introducer before the Introducer is permitted to offer Blue's financing products. Each Introducer either completes a declaration in relation to each individual HP Agreement or an omnibus declaration in relation to all Blue HP Agreements it offers (each, a "**Declaration**"). Each Declaration imposes obligations on the Introducer, including, without limitation, the requirement to provide the customer with an adequate explanation of the HP Agreement and, in the case of an individual Declaration, a requirement to verify the signing of the HP Agreement by the customer. The Declaration also contains the form and content of the HP Agreements which are to be used by the Introducer in its dealings with the relevant customer. Where the customer is managed by Blue's direct to consumer operation, the CCA obligations noted above are undertaken by Blue.

Introducers are responsible for the preparation and submission of a customer's application onto the Blue application system. Where the customer is being managed by Blue's direct to consumer operation, the preparation and submission of the customer's application onto the Blue application system is managed entirely by Blue. If the application is accepted, a paperless electronic process is used for the majority of HP Agreements ("**E-Sign**"). Where this system is used, additional identification checks are carried out to confirm the customer's identity. This is typically in the form of a pre-authorisation on a bank card connecting the name and address on the application payment.

For those applicants who do not use E-sign, a paper-based credit agreement and supporting documentation is provided to, reviewed and executed by the relevant customer.

All of the Portfolio was originated in the ordinary course of Blue's business in accordance with the origination processes set out above and below, which were applied irrespective of whether the Receivables were to be securitised.

Underwriting

Blue manages risk according to four pillars:

- Introducer risk – onboarding and on-going management of the Introducers who introduce business to Blue;
- credit underwriting risk;
- fraud detection risk; and
- regulatory and compliance risk.

Introducer risk

The Dealer Support team is a dedicated team within Blue which is responsible for setup and management of Introducers: ensuring that the Introducers that introduce business to Blue meet certain standards, including checking FCA permissions, undertaking credit checks and reviewing the business and the people involved. This team is also responsible for monitoring the ongoing performance of Introducers. The Blue sales manager undertakes an initial review of the prospective Introducer and completes a pack of information for the Dealer Support team to review and sign off. If the Dealer Support team approves the prospective Introducer, it passes the information pack to the investigations team for final review and sign off from each department. These checks are designed to ensure that the Introducer is reputable and financially stable. The core components of the review are:

- site visit and stock review;
- electronic checks with 2 separate credit bureaux;
- stable and verifiable trading history; and
- all relevant regulatory permissions obtained.

After an Introducer is approved, it is subject to an ongoing monitoring programme with a particular focus on complaints. This consists of an annual review of Introducers, including a check of regulatory status and permissions and other key performance indicators for unusual behaviour (for example, unusually high or low volumes of proposals, and efficiency in management of proposals).

Credit underwriting risk

Blue originates Receivables to Obligors which are allocated to a risk tier ranging from Risk Tier 1 to Risk Tier 8, which it considers as "prime" to "near prime" risk tiers. Blue's underwriting process has been designed to be consistent across time. The approach is based on an industry standard scorecard Risk Navigator from Equifax. In addition to this Blue enhances the credit decision process with further checks including Blue's own internal scorecard, policy rules, affordability scorecard, fraud and asset checks. The customer must pass all steps in this process in order for their application for finance to be accepted by Blue. For example, if the customer passes the Equifax scorecard but fails a particular policy rule, they will be declined. Similarly, if the customer does not pass the Equifax scorecard they will be declined, regardless of how well they might score in other sections of the credit decision process. The credit rules play a key role in respect of the higher risk tiers.

Credit applications are submitted electronically to Blue. The applicant's personal details are provided to allow Blue to assess the creditworthiness of the applicant. The personal details

requested include name, address, date of birth, contact telephone numbers, email address, employment history and income.

A credit search and electoral roll enquiry is mandatory on all private individuals. In addition, the applicant must provide an address history for the previous three years, and this history must be verifiable.

Once an application is received a unique application ID is assigned to it. All applications are screened against Blue's "Credit Decision Engine". An application may be accepted, declined or "referred". If an application is "referred" it will be reviewed by an underwriter who will determine whether further information is required to support a particular application, for example, proof of current address or proof of income. Where such additional information is required, the application will only be taken forward once the relevant information is received and deemed acceptable to Blue (at its discretion).

Underwriters have a credit authority limit depending on experience.

Fraud detection risk

As part of the decision-making process, all applications are screened against third party fraud detection databases. Blue's Decision Engine has also been enhanced to screen for politically exposed persons and persons on international sanctions lists.

Blue is a member of CIFAS (the United Kingdom's fraud prevention service) and have access to the National Vehicle Crime Intelligence Service ("**NaVCIS**"), a national police unit that works to protect communities in the UK from vehicle finance crime and associated serious and organised crime. CIFAS operates two databases: the 'National Fraud Database' and the 'Internal Fraud Database'. All loan applications are screened through the CIFAS National Fraud Database. All new staff recruited to Blue are screened through the Internal Fraud Database.

If an application triggers a fraud or sanctions check, it is referred to Blue's Investigations team for enhanced checks. If the enhanced checks are satisfied, the application is assessed in the usual way.

Regulatory and compliance risk

Blue has incorporated regulatory compliance factors into its systems as much as possible. At the beginning of any customer application process, a fair processing notice will be displayed which a customer must agree to before beginning the process. Once an application has been made, credit reference agency ("**CRA**") data received in respect of the application is used to highlight any possible affordability or indebtedness issues. This data also flags possible politically exposed persons and sanctions which are then subject to detailed review.

Blue's systems will alert the underwriter where a customer has insufficient verified identity or address data, allowing the underwriter to determine the additional data required and how to obtain this data in order to satisfy anti-money laundering obligations. To maintain compliance with its anti-money laundering obligations, Blue undertakes enhanced due diligence, including investigating the source of any deposit where the total value of the deposit is £7,500 or greater.

During Blue's e-signature process, in satisfaction of CCA requirements, pre-contract credit information and pre-contract explanations are displayed, and acknowledged electronically by the customer before an agreement is presented to the customer for consideration and signing. Further identity verification is conducted during the e-signature process, each action and response throughout this process is recorded.

Servicing and Collections

General

Blue will act as Servicer of the Purchased Receivables for the securitisation transaction. All duties carried out by the Servicer will be undertaken using at least the same standard of care that Blue would exercise if it were administering Receivables in respect of which it held the entire benefit. Blue's servicing and collections systems maintain records for all Receivables, applications of payments, relevant information on customers and account status.

Arrears Collections Procedure

All HP Agreements are set up with automated regular payments via Direct Debit. At application a BACS modulus check is performed on the sort code and account number and a Direct Debit mandate is included with the initial loan documentation. It is a condition of the HP Agreement that the customer pays for their loan via Direct Debit.

Blue's collections team, consisting of specialised collection management experts, deals with loans where the regular payment schedule has broken down. This breakdown may be the result of any number of reasons, from simple administrative problems to genuine financial difficulty. Cases that require collections activity are flagged to the Collections Team via Blue's Collection Management System.

Blue uses a standard arrears collections procedure, which all employees must follow when engaging with customers in arrears, including those who are experiencing a degree of financial stress. The procedure is designed to ensure all customers are treated fairly and that solutions are aligned to the customer's circumstances. Blue aims to maintain regular contact with customers without harassing or intimidating them.

The first stage of Blue's collections procedures is to make contact with the customer and understand the issue. Where possible the Collections Team will resolve the issue by collecting the missing payment.

Blue does not reschedule or "re-age" contractual payment schedules of HP Agreements.

Termination of the HP Agreements by the Servicer

Where little or no progress is being made to resolve a default by a customer, Blue will seek to escalate the collections activity in line with the Credit and Collections Procedures. Customers who fall two or more payments in arrears will be issued with a formal notice of default.

If Blue is having problems making contact with the customer, a third party may be used to make contact. Contact includes both telephone and home visits.

If the default is not satisfied within the required time period set out in the Credit and Collections Procedures, a notice of termination will be issued by Blue. Once the HP Agreement has been terminated and assuming it is financially viable to do so, Blue will instruct a third party recovery agent to recover the vehicle.

Blue uses external agents to help trace customers that cannot be contacted, and or to recover vehicles on its behalf. The relationships are monitored on a regular basis to ensure the methods undertaken are in line with Blue's policies.

Prepayment Management

Under the terms of the HP Agreement and as set out in the CCA, a customer has the right to settle the HP Agreement early by paying a settlement amount in accordance with the CCA. These 'Early Settlements' are handled by Blue's customer services team as a matter of daily business.

Under the Early Settlement Regulations, the relevant customer also has the right to make one or more partial settlements or unscheduled payments during the life of the HP Agreement to reduce their outstanding debt. These activities are handled by Blue's customer services team. Following a partial settlement the customer has the option to reduce the term of their loan or to reduce their monthly instalment. The Account Management system calculates the revised term or instalment and recalculates the future cash flows accordingly.

Voluntary Termination by a customer

Voluntary Termination is available to a customer if the Servicer has not terminated the HP Agreement.

If Blue terminates an HP Agreement, the customer no longer has the right to voluntarily terminate as the agreement has already ended. They can, however, voluntarily surrender after Blue has terminated the agreement, by returning the vehicle in partial or full and final settlement of their liability.

When a customer voluntarily terminates an agreement, they remain liable to pay half of the total amount payable under the HP Agreement and all arrears of payments due and damages incurred for any other breach of the HP Agreement by the customer prior to such termination. If the customer has not paid such amounts at the time of termination, the customer must make arrangements to satisfy their remaining liability. Accounts with a shortfall balance are managed by Blue's Special Services team who focus on collecting the remaining balance.

When a customer voluntarily terminates an agreement, they must also return the Vehicle in a satisfactory condition and Blue will dispose of the relevant Vehicle as described in the "*Disposals*" section below. The proceeds from the sale of the Vehicle do not change the amounts owed by the customer detailed in the paragraph above but instead will be applied towards the remaining total amount due under the HP Agreement. Any shortfall thereafter will be written off (and any surplus will be for the benefit of Blue).

The customer must give notice in writing of their wish to voluntarily terminate. Blue will accept such notification by letter, fax or email.

COVID-19 Payment Deferrals

Blue remains committed to ensuring that all its customers are treated fairly and that vulnerable and potentially vulnerable customers are effectively identified and appropriately managed. Blue's existing forbearance policy provides sufficient flexibility for customers with temporary financial difficulties or income shock due to the effects of the COVID-19 Pandemic.

Depending on their circumstances, Blue may offer alternative arrangements to customers experiencing, or expecting to experience, temporary financial difficulties associated with the COVID-19 Pandemic.

In accordance with the FCA COVID-19 Guidance, Blue is required to provide payment deferrals of up to three months (extendable for a further three months if the FCA COVID-19 Proposals are finalised) for any customer that is already experiencing or reasonably expects to experience temporary payment difficulties as a result of circumstances relating to the COVID-19 Pandemic

and wishes to receive a payment deferral. The payment deferral will be considered upon request by impacted customers.

Each customer's circumstances will be reviewed on a case by case basis and where Blue reasonably considers that a customer is experiencing or will experience temporary payment difficulties as a result of circumstances relating to the COVID-19 Pandemic, Blue will allow a period of deferred payments. The deferred payment period can be for up to three months and the loan term will be extended to reflect the deferred payment period. No penalty interest or charges will be made.

In the event that a customer requires assistance for a period beyond three months, a further repayment arrangements may be considered.

For customers affected by the COVID-19 Pandemic who were already in arrears prior to the lockdown period, or that apply to Blue for a payment deferral or payment arrangements for reasons unrelated to COVID-19, Blue's normal forbearance policy will be applied.

Repossession and Disposals

Repossessions

Repossession of the Vehicle takes place only when all other efforts to recover the debt have been exhausted.

Consistent with the FCA COVID-19 Guidance, Blue will not take steps to terminate an HP Agreement or seek to repossess a 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 the COVID-19 Pandemic and needs use of the vehicle.

In relation to the HP Agreements (which are expected to comprise the entire Portfolio), where a customer has paid over a third on their account, the related Vehicle becomes "protected goods" and cannot be repossessed without a court order. (For further information, please see "*LEGAL AND REGULATORY CONSIDERATIONS – Consumer Credit Act 1974*".) In determining whether to undertake legal action, Blue will consider the value of the Vehicle and the potential costs of pursuing the claim in court.

Disposals

There are four potential scenarios where assets may be recovered:

- repossession of vehicles where one-third of the total purchase price has not been paid by the customer ("unprotected goods");
- repossession of vehicles following a return of goods, or a court order where one-third of the total purchase price has been paid by the customer ("protected goods");
- voluntary termination by the customer, following exercise of the right of termination under Section 99 of the CCA; and
- voluntary surrender of the Vehicle by the customer.

The Vehicle may be returned by the customer to a mutually convenient geographical location; however, in most cases, an approved third party field agent will be instructed to inspect and thereafter recover the Vehicle, together with supporting duplicate keys and documentation, directly from the customer.

Following collection, the Vehicle is transferred to an approved geographically convenient auction house where it is prepared for a sale at auction. Blue only disposes of vehicles through public auctions. The customer remains liable for all reasonable costs of recovery, together with any legal shortfall arising following disposal.

Other characteristics of the Purchased Receivables

The Purchased Receivables do not include: (i) any transferable securities for the purposes of Article 20(8) of the Securitisation Regulation; (ii) any securitisation positions for the purposes of Article 20(9) of the Securitisation Regulation; or (iii) any derivatives for the purposes of Article 21(2) of the Securitisation Regulation, in each case on the basis that such Purchased Receivables have been entered into substantially on the terms of similar standard documentation for auto loan receivables. For the purposes of Article 20(8) of the Securitisation Regulation, the Purchased Receivables contain obligations that are in all material respects contractually binding and enforceable, with full recourse to Borrowers and, where applicable, guarantors, subject to any laws from time to time in effect relating to bankruptcy, liquidation or any other laws or other procedures affecting generally the enforcement of creditors' rights.

THE ISSUER

1. INTRODUCTION

Azure Finance No.2 plc (the "**Issuer**") was incorporated in England and Wales under the Companies Act 2006 on 26 February 2020 (registered number 12485552) as a public company with limited liability under the Companies Act 2006 (as amended). The Issuer was established as a special purpose vehicle for the purposes of issuing the Notes and the Residual Certificates. The registered office of the Issuer is 1 Bartholomew Lane, London EC2N 2AX, telephone +44 (0)20 7398 6300. The authorised share capital of the Issuer is 50,000 ordinary shares of £1, of which all have been issued. One share is fully paid and 49,999 shares are quarter-paid and all shares are held by Holdings. The Issuer is legally and beneficially owned and controlled directly by Holdings. 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 with the provisions of Companies Act 2006, as amended. The Seller does not own directly or indirectly any of the share capital of Holdings or the Issuer. The Issuer has no subsidiaries.

2. PRINCIPAL ACTIVITIES

The Issuer is permitted, pursuant to the terms of its articles of association, *inter alia*, to issue the Notes and the Residual Certificates and to acquire the Purchased Receivables and the Ancillary Rights.

The Issuer has not engaged, since its incorporation, in any activities other than those incidental to its incorporation, the authorisation and issue of the Notes and the Residual Certificates and of the other documents and matters referred to or contemplated in this Prospectus to which it is or will be a party and matters which are incidental or ancillary to the foregoing.

There is no intention to accumulate surpluses in the Issuer (other than amounts standing to the credit of the Reserve Fund and the Issuer Profit Ledger).

The Issuer will covenant to observe certain restrictions on its activities which are set out in Condition 3 (*Covenants*) and the Residual Certificate Condition 3 (*Covenants*).

3. DIRECTORS AND COMPANY SECRETARY

The directors of the Issuer and their respective business addresses and other principal activities are:

Director	Business address	Principal activities outside the Issuer
Intertrust Directors 1 Limited	1 Bartholomew Lane, London EC2N 2AX	Corporate director
Intertrust Directors 2 Limited	1 Bartholomew Lane, London EC2N 2AX	Corporate director
Susan Abrahams	1 Bartholomew Lane, London EC2N 2AX	Director

The company secretary of the Issuer is Intertrust Corporate Services Limited.

As at the date hereof, the Issuer has no employees, non-executive directors or premises.

The Directors of Intertrust Directors 1 Limited and Intertrust Directors 2 Limited and their business addresses and principal activities are as follows:

Director	**Business address**	**Principal activities**
Andrea Williams	1 Bartholomew Lane, London EC2N 2AX	Director
Helena Whitaker	1 Bartholomew Lane, London EC2N 2AX	Director
Michelle O'Flaherty	1 Bartholomew Lane, London EC2N 2AX	Director
Susan Abrahams	1 Bartholomew Lane, London EC2N 2AX	Director

4. CAPITALISATION STATEMENT

The following table shows the capitalisation of the Issuer as at the date of this Prospectus:

Share capital

Authorised and issued:

50,000 ordinary shares of £1 each, 49,999 issued and paid up as to £0.25 and one issued fully paid share.

£12,500.75 paid.

The accounting reference date of the Issuer is 31 December.

The Notes and the Residual Certificates will be obligations of the Issuer only and will not be guaranteed by, or be the responsibility of Blue or any other person or entity. It should be noted, in particular, that the Notes and the Residual Certificates will not be obligations of, and will not be guaranteed by the Transaction Parties, the Joint Arrangers, the Joint Lead Managers or any of their respective Affiliates.

HOLDINGS

1. INTRODUCTION

Azure Finance No.2 Holdings Limited ("**Holdings**") was incorporated in England and Wales under the Companies Act 2006 on 26 February 2020 (registered number 12485236) as a private company with limited liability under the Companies Act 2006 (as amended). The registered office of Holdings is at 1 Bartholomew Lane, London EC2N 2AX, telephone +44 (0)20 7398 6300. The authorised share capital of Holdings is one ordinary share of £1, which is issued and is credited as fully paid. The entire issued share capital of Holdings is held on trust for discretionary purposes by Intertrust Corporate Services Limited under the terms of a declaration of trust dated 7 July 2020.

2. PRINCIPAL ACTIVITIES OF HOLDINGS

Pursuant to the terms of its articles of association, Holdings is permitted, *inter alia*, to hold shares in the Issuer. Holdings has not engaged, since its incorporation, in any activities other than those incidental to its incorporation and those matters referred to or contemplated in this Prospectus and any matters which are incidental or ancillary to the foregoing.

3. DIRECTORS AND COMPANY SECRETARY OF HOLDINGS

The directors of Holdings and their respective business addresses and other principal activities are:

Director	Business address	Principal activities outside the Issuer
Intertrust Directors 1 Limited	1 Bartholomew Lane, London EC2N 2AX	Corporate director
Intertrust Directors 2 Limited	1 Bartholomew Lane, London EC2N 2AX	Corporate director
Susan Abrahams	1 Bartholomew Lane, London EC2N 2AX	Director

The company secretary of Holdings is Intertrust Corporate Services Limited.

As at the date hereof, Holdings has no employees, non-executive directors or premises.

The Directors of Intertrust Directors 1 Limited and Intertrust Directors 2 Limited and their business addresses and principal activities are as described in the section "*The Issuer*" above.

THE NOTE TRUSTEE AND SECURITY TRUSTEE

No later than the Closing Date the Issuer will appoint Citicorp Trustee Company Limited as the Note Trustee and the Security Trustee.

Citicorp Trustee Company Limited, whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, will act as Note Trustee and Security Trustee in favour of the Secured Creditors in relation to the Notes and the Residual Certificates.

Citicorp Trustee Company Limited was incorporated on 24 December 1928 under the laws of England and Wales and has its registered office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, with a company number 235914.

Citicorp Trustee Company Limited is an indirect wholly-owned subsidiary of Citigroup Inc., a diversified global financial services holding company incorporated in Delaware.

Citicorp Trustee Company Limited is authorised under the Financial Services and Markets Act 2000 and regulated by the UK's Financial Conduct Authority to act as depositary or trustee for authorised collective investment schemes (Investment Funds) in the U.K.. In addition, Citicorp Trustee Company Limited undertakes the trusteeship of selected corporate debt and project finance (Corporate Trust) issues made by corporations in the United Kingdom or overseas.

The information in the preceding four paragraphs has been provided by Citicorp Trustee Company Limited for use in this Prospectus and Citicorp Trustee Company Limited is solely responsible for the accuracy of the preceding four paragraphs, provided that, with respect to any information included herein and specified to be sourced from Citicorp Trustee Company Limited (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the above information available to it from Citicorp Trustee Company Limited, no facts have been omitted, the omission would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy hereof. Except for the foregoing four paragraphs, Citicorp Trustee Company Limited, in its capacity as Note Trustee and as Security Trustee and its affiliates have not been involved in the preparation of and does not accept responsibility for, this Prospectus.

THE CAP PROVIDER

For the purposes of the Transaction, the Issuer has appointed Barclays Bank PLC as Cap Provider.

Barclays Bank PLC (the "**Bank**", and, together with its subsidiary undertakings, the "**Barclays Bank Group**") is a public limited company registered in England and Wales under company registration number 1026167. The liability of the members of the Bank is limited. It has its registered and head office at 1 Churchill Place, London, E14 5HP, United Kingdom (telephone number +44 (0)20 7116 1000). The Bank was incorporated on 7 August 1925 under the Colonial Bank Act 1925 and on 4 October 1971 was registered as a company limited by shares under the Companies Acts 1948 to 1967. Pursuant to The Barclays Bank Act 1984, on 1 January 1985, the Bank was re-registered as a public limited company and its name was changed from 'Barclays Bank International Limited' to 'Barclays Bank PLC'. The whole of the issued ordinary share capital of the Bank is beneficially owned by Barclays PLC. Barclays PLC (together with its subsidiary undertakings, the "**Group**" or "**Barclays**") is the ultimate holding company of the Group. The Bank's principal activity is to offer products and services designed for larger corporate, wholesale and international banking clients.

Barclays is a British universal bank with a diversified and connected portfolio of businesses, serving retail and wholesale customers and clients globally. The Group's businesses include consumer banking and payment operations around the world, as well as a top-tier, full service, global consumer and investment bank. The Group operates as two divisions – the Barclays UK division ("**Barclays UK**") and the Barclays International division ("**Barclays International**"). These are housed in two banking subsidiaries – Barclays UK sits within Barclays Bank UK PLC and Barclays International sits within the Bank – which are supported by Barclays Execution Services Limited. Barclays Execution Services Limited is the Group-wide service company providing technology, operations and functional services to businesses across the Group.

The short term unsecured obligations of the Bank are rated A-1 by S&P Global Ratings Europe Limited, P-1 by Moody's Investors Service Ltd. and F1 by Fitch Ratings Limited and the long-term unsecured unsubordinated obligations of the Bank are rated A by S&P Global Ratings Europe Limited, A1 by Moody's Investors Service Ltd. and A+ by Fitch Ratings Limited.

Based on the Barclays Bank Group's audited financial information for the year ended 31 December 2019, the Barclays Bank Group had total assets of £876,672m (2018: £877,700m), loans and advances at amortised cost of £141,636m (2018: £136,959m), total deposits of £213,881m (2018: £199,337m), and total equity of £50,615m (2018: £47,711m) (including non-controlling interests of £0 (2018: £2m)). The profit before tax of the Barclays Bank Group for the year ended 31 December 2019 was £3,112m (2018: £1,286m) after credit impairment charges of £1,202m (2018: £643m). The financial information in this paragraph is extracted from the audited consolidated financial statements of the Issuer for the year ended 31 December 2019.

The information in the preceding four paragraphs regarding the Cap Provider has been provided by Barclays Bank PLC, and Barclays Bank PLC is solely responsible for the accuracy of the preceding four paragraphs, provided that, with respect to any information included herein and specified to be sourced from the Cap Provider (i) the Issuer confirms that any such information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from the above information available to it from the Cap Provider, no facts have been omitted, the omission would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy hereof. Except for the preceding four paragraphs, Barclays Bank PLC in its capacity as Cap Provider, and its affiliates have not been involved in the preparation of, and does not accept responsibility for, this Prospectus.

THE CORPORATE SERVICES PROVIDER

Pursuant to the Corporate Services Agreement, the Issuer and Holdings have appointed Intertrust Management Limited as corporate services provider (the "**Corporate Services Provider**") to provide management, secretarial and administrative services to each of them, including the provision of directors. It is not in any manner associated with the Issuer, Holdings or with Blue.

Intertrust Management Limited has served and is currently serving as corporate services provider for numerous securitisation transactions and programmes.

The information in the preceding paragraph has been provided by Intertrust Management Limited for use in this Prospectus and Intertrust Management Limited is solely responsible for the accuracy of the preceding paragraph, provided that, with respect to any information included herein and specified to be sourced from the Corporate Services Provider (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the above information available to it from the Corporate Services Provider, no facts have been omitted, the omission would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy hereof. Except for the preceding paragraph, Intertrust Management Limited in its capacity as Corporate Services Provider, and its affiliates have not been involved in the preparation of, and does not accept responsibility for, this Prospectus.

THE ACCOUNT BANK, CASH MANAGER, INTEREST DETERMINATION AGENT, REGISTRAR AND PAYING AGENT

No later than the Closing Date, the Issuer will appoint Citibank, N.A., London Branch as Account Bank, Cash Manager, Interest Determination Agent, Registrar and Paying Agent. See "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS — Bank Account Agreement*", "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS — Cash Management Agreement*" and "*SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS — Agency Agreement*".

Citibank, N.A. is a company incorporated with limited liability in the United States of America under the laws of the City and State of New York on 14 June 1812 and reorganised as a national banking association formed under the laws of the United States of America on 17 July 1865 with Charter number 1461 and having its principal office at 399 Park Avenue, New York, NY 10043, USA and having in Great Britain a principal branch office situated at Canada Square, Canary Wharf, London E14 5LB with company number BR001018.

The London Branch is authorised and regulated by the Office of the Comptroller of the Currency (USA) and authorised by the Prudential Regulation Authority. It is subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

The information in the preceding two paragraphs has been provided by Citibank, N.A. for use in this Prospectus and Citibank, N.A. is solely responsible for the accuracy of the preceding two paragraphs, provided that, with respect to any information included herein and specified to be sourced from Citibank, N.A. (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the above information available to it from Citibank, N.A. no facts have been omitted, the omission would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy hereof. Except for the preceding two paragraphs, Citibank, N.A., in its capacity as Account Bank, Cash Manager, Interest Determination Agent, Registrar and Paying Agent has not been involved in the preparation of and do not accept responsibility for, this Prospectus.

SUMMARY OF PROVISIONS RELATING TO NOTES IN GLOBAL FORM

Each Class of Notes will initially be issued in global registered form in an aggregate principal amount equal to an initial Aggregate Outstanding Note Principal Amount for such Class.

The Global Notes representing the Class A Notes will be held under the NSS and will be deposited with and registered in the name of the Common Safekeeper as nominee for both Euroclear and Clearstream, Luxembourg.

The Global Notes representing the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes, the Class X1 Notes and the Class X2 Notes will be deposited with and registered in the name of the Common Depositary as nominee for Clearstream, Luxembourg and Euroclear in the form of a classical global note (CGN).

The Registrar will maintain a register in which it will register the nominee for the Common Depositary or the Common Safekeeper (as applicable) as the owner of each Global Note.

Upon confirmation by the Common Safekeeper or the Common Depositary (as applicable) that it has custody of the Global Notes, the relevant Clearing Systems will record in book-entry form interests representing beneficial interests in such Global Notes ("**Book-Entry Interests**").

In accordance with the rules and procedures for the time being of Euroclear or, as the case may be, Clearstream, Luxembourg, after receipt of any payment from the Paying Agent to the order of the Common Depositary, or the Common Safekeeper (as applicable) the respective systems will promptly credit their participants' accounts with payments in amounts proportionate to their respective ownership of Book-Entry Interests as shown in the records of Euroclear or Clearstream, Luxembourg. On each record date, Euroclear and Clearstream, Luxembourg will determine the identity of the Noteholders for the purposes of making payments to the Noteholders. The record date in respect of the cleared Notes shall be one Clearing System Business Day prior to the relevant Interest Payment Date where "**Clearing System Business Day**" means a day on which each clearing system for which the cleared Notes are being held is open for business.

Holders of Book-Entry Interests in the Global Note will be entitled to receive Notes in definitive registered form (such exchanged notes, "**Definitive Notes**") in the minimum denomination of £100,000 or a higher integral multiple of £1,000 up to and including £199,000, in exchange for their respective holdings of Book-Entry Interests if an Exchange Event occurs.

Any Definitive Notes issued in exchange for Book-Entry Interests in any Global Note will be registered by the Registrar in such name or names as the Issuer shall instruct the Registrar (based on the instructions of the relevant Clearing System(s)). It is expected that such instructions will be based upon directions received by the relevant Clearing Systems from their participants with respect to ownership of the relevant Book-Entry Interests. Holders of Definitive Notes issued in exchange for Book-Entry Interests in any Global Note will not be entitled to exchange such Definitive Notes for Book-Entry Interests in such Global Note. Any Notes issued in definitive form will be issued in registered form only and will be issued in a minimum denomination of £100,000 and a higher integral multiple of £1,000 up to and including £199,000.

So long as the Notes of any Class are represented in their entirety by any Global Note held on behalf of any Clearing System, notices to the relevant Noteholders shall be given by delivery of the relevant notice to the relevant Clearing System for communication by them to such Noteholders. Any such notice shall be deemed to have been given to the relevant Noteholders on the day on which said notice was given to the relevant Clearing System. So long as the relevant Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes, Class F Notes, Class X1 Notes or Class X2 Notes are admitted to trading and listed on the official list of Euronext

Dublin, any such notice shall also be published in accordance with the relevant guidelines of Euronext Dublin by a notification in writing to the Company Announcements Office of Euronext Dublin.

SUMMARY OF PROVISIONS RELATING TO RESIDUAL CERTIFICATES IN GLOBAL FORM

The Residual Certificates will initially be issued in global registered form.

The Global Residual Certificate representing the Residual Certificates will be deposited with and registered in the name of the Common Depositary, as nominee for each of Clearstream, Luxembourg and Euroclear.

The Registrar will maintain a register in which it will register the nominee for the Common Depositary as the holder of the Global Residual Certificate.

Upon confirmation by the Common Depositary that it has been issued with the Global Residual Certificate, the relevant Clearing Systems will record the beneficial interests in the Global Residual Certificate ("**Residual Certificate Book-Entry Interests**") representing beneficial interests in the Residual Certificates attributable thereto.

In accordance with the rules and procedures for the time being of Euroclear or, as the case may be, Clearstream, Luxembourg, after receipt of any payment from the Paying Agent to the order of the Common Depositary, the respective systems will promptly credit their participants' accounts with payments in amounts proportionate to their respective ownership of Book-Entry Interests as shown in the records of Euroclear or Clearstream, Luxembourg. On each record date, Euroclear and Clearstream, Luxembourg will determine the identity of the Certificateholders for the purposes of making payments to the Certificateholders. The record date in respect of the cleared Residual Certificates shall be one Clearing System Business Day prior to the relevant Interest Payment Date where "**Clearing System Business Day**" means a day on which each clearing system for which the cleared Residual Certificates are being held is open for business.

Holders of Residual Certificate Book-Entry Interests in the Global Residual Certificate will be entitled to receive Residual Certificates in definitive registered form (such exchanged residual certificates, "**Definitive Residual Certificates**") in exchange for their respective holdings of Book-Entry Interests if an Exchange Event occurs.

Any Definitive Residual Certificate issued in exchange for Residual Certificate Book-Entry Interests in the Global Residual Certificate will be registered by the Registrar in such name or names as the Issuer shall instruct the Registrar (based on the instructions of the relevant Clearing System(s)). It is expected that such instructions will be based upon directions received by the relevant Clearing Systems from their participants with respect to ownership of the relevant Residual Certificate Book-Entry Interests. Holders of Definitive Residual Certificates issued in exchange for Residual Certificate Book-Entry Interests in the Global Residual Certificate will not be entitled to exchange such Definitive Residual Certificates for Book-Entry Interests in the Global Residual Certificate. Any Residual Certificates issued in definitive form will be issued in registered form only.

So long as the Residual Certificates are represented in their entirety by the Global Residual Certificate held on behalf of any Clearing System, notices to the relevant Certificateholders shall be given by delivery of the relevant notice to the relevant Clearing System for communication by them to such Certificateholders. Any such notice shall be deemed to have been given to the relevant Certificateholders on the day on which said notice was given to the relevant Clearing System.

CONDITIONS OF THE NOTES

The following is the text of the terms and conditions which, subject to completion and amendment, will be applicable to any notes represented by a note in global form and the Notes in definitive form issued in exchange for the Notes in global form and which will be endorsed on such notes.

The GBP 126,421,000 Class A Notes due 20 July 2030 (the "**Class A Notes**"), the GBP 26,415,000 Class B Notes due 20 July 2030 (the "**Class B Notes**"), the GBP 16,982,000 Class C Notes due 20 July 2030 (the "**Class C Notes**"), the GBP 5,661,000 Class D Notes due 20 July 2030 (the "**Class D Notes**"), the GBP 7,076,000 Class E Notes due 20 July 2030 ("**Class E Notes**"), the GBP 6,132,000 Class F Notes due 20 July 2030 ("**Class F Notes**"), the GBP 12,265,000 Class X1 Notes due 20 July 2030 ("**Class X1 Notes**") and the GBP 6,604,000 Class X2 Notes due 20 July 2030 ("**Class X2 Notes**" and together with the Class X1 Notes, the "**Class X Notes**"), are constituted by a trust deed (the "**Trust Deed**") dated on or about 28 July 2020 (the "**Closing Date**") between Azure Finance No.2 plc (the "**Issuer**") and Citicorp Trustee Company Limited (the "**Note Trustee**", which expression will include all persons for the time being the trustee or trustees under the Trust Deed) as trustee for, *inter alios*, the Noteholders (as defined in Condition 1 (*Form, denomination and title*)). 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 as the "**Notes**".

The Notes are secured pursuant to and on the terms set out in a deed of charge (the "**Deed of Charge**") dated on or about the Closing Date between the Issuer and Citicorp Trustee Company Limited (in this capacity, the "**Security Trustee**", which expression includes its permitted successors and assigns) on certain assets of the Issuer including, without limitation, the Issuer's rights, title, interest and benefit, present and future, in, under and to all its assets including the Issuer's rights, title, interest and benefit, present and future, in, under and to certain of the Transaction Documents (as defined below) which include an agency agreement (the "**Agency Agreement**") dated on or about the Closing Date between the Issuer, the Note Trustee, the Security Trustee, Citibank, N.A., London Branch as paying agent (in such capacity, the "**Paying Agent**", which expression includes its permitted successors and assigns), Citibank, N.A., London Branch as registrar (the "**Registrar**", which expression includes its permitted successors and assigns) and Citibank, N.A., London Branch as interest determination agent (the "**Interest Determination Agent**", which expression includes its permitted successors and assigns).

The security created under the Deed of Charge, and all further security created under such document, are together referred to as the "**Security**".

The Trust Deed, the Deed of Charge (and any document entered into pursuant thereto, including the Scottish Supplemental Charge and the Issuer Power of Attorney), the corporate services agreement dated on or about the Closing Date between, *inter alios*, the Issuer, Holdings and Intertrust Management Limited as corporate services provider (the "**Corporate Services Provider**", which expression includes its permitted successors and assigns) (the "**Corporate Services Agreement**"), a 1992 ISDA master agreement, the schedule thereto and the credit support annex thereunder (the "**Credit Support Annex**") each dated on or about 23 July 2020 and the interest rate cap confirmation between Barclays Bank PLC as cap provider (the "**Cap Provider**", which expression includes its permitted successors and assigns) and the Issuer (together, the "**Cap Agreement**"), the Agency Agreement, the Receivables Sale and Purchase Agreement (as defined below) (and the power of attorney granted in favour of the Issuer pursuant to the Receivables Sale and Purchase Agreement), the Servicing Agreement (as defined below), the Bank Account Agreement dated on or about the Closing Date between the Issuer, the Security Trustee and Citibank, N.A., London Branch as Account Bank (the "**Account Bank**", which expressions include its permitted successors and assigns) (the "**Bank Account**

Agreement"), the cash management agreement dated on or about the Closing Date between, *inter alios*, the Issuer and Citibank, N.A., London Branch, as cash manager (the "**Cash Manager**") (the "**Cash Management Agreement**"), the standby servicer agreement dated on or about the Closing Date between, *inter alios*, the Issuer, the Standby Servicer and the Servicer (the "**Standby Servicer Agreement**"), the declaration of trust dated on or about the Closing Date granted by the Seller in favour of the Issuer in respect of the Vehicles relating to the Purchased Receivables and any Vehicle Sale Proceeds relative thereto (the "**Vehicle Declaration of Trust**") and the master definitions schedule dated on or about the Closing Date between, *inter alios*, the Issuer, the Seller, the Note Trustee and the Security Trustee (the "**Master Definitions Schedule**") are, together with the Netting Letter, the Global Notes, the Global Residual Certificate, the Collection Account Declarations of Trust, the Issuer ICSDs Agreement, these Conditions and the Residual Certificate Conditions (each as defined below) referred to as the "**Transaction Documents**". References to each of the Transaction Documents are to it as from time to time modified in accordance with its provisions and any deed or other document expressed to be supplemental to it, as from time to time so modified.

Statements in these terms and conditions (the "**Conditions**") are subject to the detailed provisions of the Trust Deed, the Deed of Charge, the Agency Agreement and the other Transaction Documents, copies of which are available for inspection at the specified office for the time being of the Paying Agent. The Holders of the Notes are entitled to the benefit of, are bound by and are deemed to have notice of all the provisions contained in the Trust Deed, the Deed of Charge, and those applicable to them in the Agency Agreement and the other Transaction Documents.

References to "Conditions" are, unless the context otherwise requires, to the numbered paragraphs of these Conditions. Words and expressions used in these Conditions without definitions will have the meanings given to them in the Master Definitions Schedule.

The issue of the Notes and the Residual Certificates was authorised by a resolution of the board of directors of the Issuer passed on 23 July 2020.

1. ***Form, denomination and title***

(a) The Notes are issued in the following form:

(i) the Class A Notes are issued in registered global form in the denomination of £100,000 and integral multiples of £1,000 in excess of £100,000, up to and including £199,000.

(ii) the Class B Notes are issued in registered global form in the denomination of £100,000 and integral multiples of £1,000 in excess of £100,000, up to and including £199,000.

(iii) the Class C Notes are issued in registered global form in the denomination of £100,000 and integral multiples of £1,000 in excess of £100,000, up to and including £199,000.

(iv) the Class D Notes are issued in registered global form in the denomination of £100,000 and integral multiples of £1,000 in excess of £100,000, up to and including £199,000.

(v) the Class E Notes are issued in registered global form in the denomination of £100,000 and integral multiples of £1,000 in excess of £100,000 up to and including £199,000.

(vi) the Class F Notes are issued in registered global form in the denomination of £100,000 and integral multiples of £1,000 in excess of £100,000 up to and including £199,000.

(vii) the Class X1 Notes are issued in registered global form in the denomination of £100,000 and integral multiples of £1,000 in excess of £100,000 up to and including £199,000.

(viii) the Class X2 Notes are issued in registered global form in the denomination of £100,000 and integral multiples of £1,000 in excess of £100,000 up to and including £199,000.

(b) The Notes which are offered and sold outside the United States to non-U.S. persons in reliance on Regulation S will be represented by beneficial interests in the Global Notes.

(c) The Issuer will cause to be kept at the specified office of the Registrar a register (the "**Register**") on which will be entered the names and addresses of the Holders of the Notes and the particulars of such Notes held by them and all transfers, advances, payments (of interest and principal), repayments, redemptions, cancellations and replacements of such Notes. In these Conditions, "**Class A Notes**", "**Class B Notes**", "**Class C Notes**", **"Class D Notes"**, "**Class E Notes**", "**Class F Notes**", "**Class X1 Notes**" or **"Class X2 Notes"** means, with respect to any Note, a Global Note or a Definitive Note, as the case may be and "**Class A Noteholder**", "**Class B Noteholder**", "**Class C Noteholder**", **"Class D Noteholder"**, "**Class E Noteholder**", "**Class F Noteholder**", **"Class X1 Noteholder"** or **"Class X2 Noteholder"** means the Holder of a Class A Note, Class B Note, Class C Note, Class D Note, Class E Note, Class F Note, Class X1 Note or Class X2 Note, as applicable.

(d) Except as ordered by a court of competent jurisdiction or as required by law, the Issuer, the Note Trustee, the Security Trustee, the Registrar and the Paying Agent (notwithstanding any notice to the contrary and whether or not it is overdue and notwithstanding any notation of ownership or writing on any Note or notice of any previous loss or theft of any Note) may (i) for the purpose of making payment on or on account of any Note deem and treat the person (or, in the case of a joint holding, the first named person) in whose name any Global Note or Definitive Note is registered at that time in the Register (which will be conclusive evidence of such holding in the absence of manifest error, fraud or wilful default) as the absolute owner of such Note and all rights under such Note free from all encumbrances, and will not be required to obtain further proof of such ownership or as to the identity of the registered holder of any Global Note or Definitive Note and (ii) for all other purposes deem and treat the person in whose name any Global Note or Definitive Note is registered at the relevant time in the Register as the absolute owner of and of all rights under such Note free from all encumbrances and will not be required to obtain further proof of such ownership or as to the identity of the registered holder of any Global Note or Definitive Note. Notwithstanding the above, so long as any of the Notes are represented by a Global Note, the terms "**Noteholders**" or "**Holders**" will include the persons then set out in the records of Euroclear and/or Clearstream, Luxembourg, as the holders of a particular principal amount of such Notes in units of £1,000 principal amount of Notes for all purposes other than in respect of the payment of principal and interest on such Notes, the right to which will be vested as against the Issuer

solely in the holder of each Global Note in accordance with and subject to its terms.

(e) A Note is not transferable except in accordance with the restrictions described in these Conditions and in the Trust Deed and the Agency Agreement. Any sale or transfer in violation of the foregoing will be of no force and effect, will be void *ab initio*, and will not operate to transfer any rights to the transferee, notwithstanding any instructions to the contrary given by the Issuer, the Note Trustee or any intermediary. Each transferor of a Note agrees to provide notice of the transfer restrictions set out in these Conditions and in the Trust Deed to the transferee.

(f) No transfer of Notes will be valid unless entered on the Register and no transfer of Notes will be registered for a period of two Business Days immediately preceding each Interest Payment Date of any of the relevant Notes.

(g) Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes, Class F Notes, Class X1 Notes and Class X2 Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedure for the time being of Clearstream, Luxembourg and Euroclear, as the case may be.

2. ***Status and Security***

(a) **Status**

The Notes constitute secured, limited recourse obligations of the Issuer, ranking, as between each Class, *pro rata* and *pari passu* without any preference among themselves subject as provided in these Conditions.

(b) **Security**

As security for the Secured Obligations, the Issuer has entered into the Deed of Charge as described above creating the Security as described above in favour of the Security Trustee for itself and on trust for the Secured Creditors.

(c) **Application of proceeds**

The Issuer will use the net proceeds of the issue of the Notes and the Residual Certificates to finance the purchase from Blue (the "**Seller**"), of a portfolio of Receivables and their Ancillary Rights pursuant to an agreement dated on or about the Closing Date between the Seller, the Issuer, the Security Trustee and the Note Trustee (the "**Receivables Sale and Purchase Agreement**"). The Seller will continue to administer and collect the Purchased Receivables as agent for the Issuer in its capacity as servicer ("**Servicer**", which expression includes its permitted successors and assigns) under a Servicing Agreement dated on or about the Closing Date between the Servicer, the Issuer, the Note Trustee and the Security Trustee (the "**Servicing Agreement**").

The Issuer has entered into the Cap Agreement with the Cap Provider, under which the Issuer will pay to the Cap Provider (or there will be paid to the Cap Provider on the Issuer's behalf) the Cap Premium on or about the Closing Date and the Cap Provider will pay to the Issuer on each Interest Payment Date certain amounts calculated by reference to the percentage by which Compounded Daily SONIA exceeds the Cap Rate under the Cap Agreement on the notional amount for the relevant Interest Period as set out in the amortisation schedule appended

to the interest rate cap transaction confirmation. If the Cap Agreement is terminated prior to the redemption of the Notes in full a termination payment may be due from the Cap Provider to the Issuer or (if the Cap Provider has posted Cap Collateral to the Cap Collateral Account, and depending on the valuation) from the Issuer to the Cap Provider.

(d) **Pre-Acceleration Revenue Priority of Payments**

On each Interest Payment Date falling prior to the service of a Note Acceleration Notice on the Issuer by the Note Trustee, the Issuer will distribute the Available Revenue Receipts (other than the amounts referred to in paragraph (g) of that definition) on each Interest Payment Date in accordance with the following Pre-Acceleration Revenue Priority of Payments (in each case only if and to the extent that payments or provisions of higher priority have been paid in full):

(a) first, for the Issuer to retain as profit the Issuer Profit Amount on the Issuer Profit Ledger from which the Issuer will discharge its corporate income or corporation tax liability (if any);

(b) then, *pro rata* and *pari passu*, to pay all amounts due under the Transaction Documents to the Security Trustee and any Receiver or to the Note Trustee on account of their fees and expenses (including any legal fees and expenses), claims, costs, liabilities or any indemnity payments together with any amount in respect of VAT (if any) on those amounts as provided for under the Transaction Documents;

(c) then, *pro rata* and *pari passu*, to pay:

(i) the Senior Expenses then due or overdue by the Issuer (excluding any amounts paid under item (b) above);

(ii) any amount due from the Issuer to the Securitisation Repository and the Rating Agencies as surveillance or monitoring fees or to the Irish Listing Agent or Euronext Dublin as fees and expenses in connection with the maintenance of the listing of the Notes, together with any amount in respect of VAT (if any) on those amounts as provided for under the Transaction Documents;

(iii) any fees, costs, taxes, expenses, indemnity payments and other amounts properly due and payable to the directors of the Issuer (properly incurred with respect to their duties), legal advisers, tax advisers or auditors of the Issuer, and any other amounts due and payable by the Issuer to third parties in connection with the Issuer's ownership of the Purchased Receivables, the Notes, the establishment, liquidation and/or dissolution of the Issuer, or any annual return, filing, registration and registered office or other company, licence or statutory fees in England (excluding any amounts expressly payable as Senior Expenses); and

(iv) any amounts due and payable by the Issuer to the Cap Provider as Interest Amounts (as defined in the Cap Agreement) not otherwise discharged by the Issuer on such Interest Payment Date;

(d) then, *pro rata* and *pari passu*, to pay the Class A Noteholders any due and payable Class A Interest Amount on the Class A Notes and any Class A Interest Shortfall;

(e) then, to the Reserve Fund Ledger (Class A) in an amount up to the amount required to make the balance of the Reserve Fund Ledger (Class A) equal to the Reserve Fund Required Amount (Class A) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (e));

(f) then, an amount sufficient to eliminate any debit on the Principal Deficiency Sub-ledger (Class A) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (f));

(g) then, *pro rata* and *pari passu*, to pay the Class B Noteholders any due and payable Class B Interest Amount on the Class B Notes and any Class B Interest Shortfall;

(h) then, to the Reserve Fund Ledger (Class B) in an amount up to the amount required to make the balance of the Reserve Fund Ledger (Class B) equal to the Reserve Fund Required Amount (Class B) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (h));

(i) then, an amount sufficient to eliminate any debit on the Principal Deficiency Sub-ledger (Class B) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (i));

(j) then, *pro rata* and *pari passu*, to pay the Class C Noteholders any due and payable Class C Interest Amount on the Class C Notes and any Class C Interest Shortfall;

(k) then, to the Reserve Fund Ledger (Class C) in an amount up to the amount required to make the balance of the Reserve Fund Ledger (Class C) equal to the Reserve Fund Required Amount (Class C) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (k));

(l) then, an amount sufficient to eliminate any debit on the Principal Deficiency Sub-ledger (Class C) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (l));

(m) then, *pro rata* and *pari passu*, to pay the Class D Noteholders any due and payable Class D Interest Amount on the Class D Notes and any Class D Interest Shortfall;

(n) then, to the Reserve Fund Ledger (Class D) in an amount up to the amount required to make the balance of the Reserve Fund Ledger (Class D) equal to the Reserve Fund Required Amount (Class D) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (n));

(o) then, an amount sufficient to eliminate any debit on the Principal Deficiency Sub-ledger (Class D) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (o));

(p) then, *pro rata* and *pari passu*, to pay the Class E Noteholders any due and payable Class E Interest Amount on the Class E Notes and any Class E Interest Shortfall;

(q) then, to the Reserve Fund Ledger (Class E) in an amount up to the amount required to make the balance of the Reserve Fund Ledger (Class E) equal to the Reserve Fund Required Amount (Class E) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (q));

(r) then, an amount sufficient to eliminate any debit on the Principal Deficiency Sub-ledger (Class E) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (r));

(s) then, pro rata and pari passu, to pay the Class F Noteholders any due and payable Class F Interest Amount on the Class F Notes and any Class F Interest Shortfall;

(t) then, to the Reserve Fund Ledger (Class F) in an amount up to the amount required to make the balance of the Reserve Fund Ledger (Class F) equal to the Reserve Fund Required Amount (Class F) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (t));

(u) then, an amount sufficient to eliminate any debit on the Principal Deficiency Sub-ledger (Class F) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (u));

(v) then, pro rata and pari passu, to pay the Class X1 Noteholders any due and payable Class X1 Interest Amount on the Class X1 Notes and any Class X1 Interest Shortfall;

(w) then, pro rata and pari passu, to pay the Class X1 Noteholders, in accordance with the respective amounts thereof, principal on the Class X1 Notes until the Class X1 Notes are redeemed in full;

(x) then, pro rata and pari passu, to pay the Class X2 Noteholders any due and payable Class X2 Interest Amount on the Class X2 Notes and any Class X2 Interest Shortfall;

(y) then, pro rata and pari passu, to pay the Class X2 Noteholders, in accordance with the respective amounts thereof, principal on the Class X2 Notes until the Class X2 Notes are redeemed in full;

(z) then, to pay any indemnity payments to any party under the Transaction Documents not otherwise payable above; and

(aa) then, pro rata and pari passu, to pay all remaining amounts to the Certificateholders as the Residual Certificate Payments.

On each Interest Payment Date falling prior to the earlier of (i) the service of a Note Acceleration Notice on the Issuer by the Note Trustee, (ii) the date on which the Aggregate Outstanding Principal Balance is zero and (iii) the Legal Maturity Date, if the Cash Manager determines that there will be an Interest Collection Shortfall following the application of the Available Revenue Receipts (other than amounts referred to in paragraph (g) of that definition) on such Interest Payment Date the Issuer shall apply the Reserve Fund Release Amount (as described in paragraph (g) of the definition of "Available Revenue Receipts") in the following order:

(i) first, to pay any amounts remaining due and payable under items (a) to (d) (inclusive) above in each case only if and to the extent that payments or provisions of higher priority have been paid in full up to the balance standing to the credit of the Reserve Fund Ledger (Class A);

(ii) second, to pay any amounts remaining due and payable under items (a) to (c) (inclusive) and (g) above up to the balance standing to the credit of the Reserve Fund Ledger (Class B);

(iii) third, to pay any amounts remaining due and payable under items (a) to (c) (inclusive) and (j) above up to the balance standing to the credit of the Reserve Fund Ledger (Class C);

(iv) fourth, to pay any amounts remaining due and payable under items (a) to (c) (inclusive) and (m) above up to the balance standing to the credit of the Reserve Fund Ledger (Class D);

(v) fifth, to pay any amounts remaining due and payable under items (a) to (c) (inclusive) and (p) above up to the balance standing to the credit of the Reserve Fund Ledger (Class E); and

(vi) sixth, to pay any amounts remaining due and payable under items (a) to (c) (inclusive) and (s) above up to the balance standing to the credit of the Reserve Fund Ledger (Class F).

The Reserve Fund Release Amount shall only be applied in meeting such Interest Collection Shortfall against the relevant items referred to in items (i) to (vi) above.

(e) **Pre-Acceleration Principal Priority of Payments**

On each Interest Payment Date falling prior to the service of a Note Acceleration Notice on the Issuer by the Note Trustee, the Issuer will distribute the Available Principal Receipts on each Interest Payment Date in accordance with the following Pre-Acceleration Principal Priority of Payments (in each case only if and to the extent that payments or provisions of higher priority have been paid in full):

(a) first, *pro rata* and *pari passu*, to pay the Class A Noteholders, in accordance with the respective amounts thereof, principal on the Class A Notes;

(b) then, *pro rata* and *pari passu*, to pay the Class B Noteholders, in accordance with the respective amounts thereof, principal on the Class B Notes;

(c) then, *pro rata* and *pari passu*, to pay the Class C Noteholders, in accordance with the respective amounts thereof, principal on the Class C Notes;

(d) then, *pro rata* and *pari passu*, to pay the Class D Noteholders, in accordance with the respective amounts thereof, principal on the Class D Notes;

(e) then, *pro rata* and *pari passu*, to pay the Class E Noteholders, in accordance with the respective amounts thereof, principal on the Class E Notes;

(f) then, *pro rata* and *pari passu*, to pay the Class F Noteholders, in accordance with the respective amounts thereof, principal on the Class F Notes; and

(g) then, to apply any remaining amounts as Available Revenue Receipts ("**Surplus Available Principal Receipts**").

(f) **Enforcement of the Security**

Following the occurrence of an Event of Default and the service of a Note Acceleration Notice in accordance with Condition 10 (*Events of Default*) below the Security will become enforceable and the Note Trustee may at its discretion direct the Security Trustee to take action to enforce the Security, and will direct the Security Trustee to take such action to enforce the Security as directed by the holders of at least 25% in Aggregate Outstanding Note Principal Amount of the Most Senior Class of Notes or if so directed by an Extraordinary Resolution of the Most Senior Class of Notes, subject in each case to the Note Trustee having been indemnified and/or secured and/or prefunded to its satisfaction.

The Note Trustee may at any time, at its discretion (and will do so if it has been directed to do so by the holders of at least 25% in Aggregate Outstanding Note Principal Amount of the Most Senior Class of Notes or if so directed by an Extraordinary Resolution of the Most Senior Class of Notes at the relevant date), subject in each case to the Note Trustee having been indemnified and/or secured and/or pre-funded to its satisfaction, and without notice and in such manner as it deems appropriate:

(a) take such proceedings and/or other steps as it may deem appropriate against or with respect to the Issuer or any other person to enforce its obligations under the Trust Deed, the Transaction Documents or these Conditions and/or take any other proceedings (including lodging an appeal in any proceedings) with respect to or concerning the Issuer; and/or

(b) exercise any of its rights under, or in connection with the Trust Deed or any other Transaction Document; and/or

(c) give any directions to the Security Trustee under or in connection with any Transaction Document.

To the extent that the Note Trustee acts in accordance with such directions of the Most Senior Class of Notes, as described above, it will have no obligation to take the interests of any other party into account or to follow any direction given by any other party.

(g) **Post-Acceleration Priority of Payments**

The Deed of Charge sets out the priority of distribution by the Security Trustee, following the service of a Note Acceleration Notice on the Issuer (known as the "**Post-Acceleration Priority of Payments**"), of amounts received or recovered by the Security Trustee (or a receiver appointed on its behalf).

The Security Trustee will apply amounts (other than amounts representing any Excess Cap Collateral and Cap Tax Credits which shall be returned directly to the Cap Provider (and for the avoidance of doubt, such payment shall be without regard to the relevant Priority of Payments)) received or recovered following the service of a Note Acceleration Notice on the Issuer in the following order of priority (in each case only if and to the extent that payments or provisions of higher priority have been paid in full):

(a) first, *pro rata* and *pari passu*, to pay all amounts due under the Transaction Documents to the Security Trustee and any Receiver or to the Note Trustee on account of their fees and expenses (including any legal fees and expenses), claims, costs, liabilities or any indemnity payments together with any amount in respect of VAT (if any) on those amounts as provided for under the Transaction Documents;

(b) then, *pro rata* and *pari passu*, to pay the Senior Expenses then due or overdue by the Issuer (excluding any amounts paid under item (a) above);

(c) then, *pro rata* and *pari passu*, to pay the Class A Noteholders amounts in respect of interest and principal due and payable on the Class A Notes until the Class A Notes are redeemed in full;

(d) then, *pro rata* and *pari passu*, to pay the Class B Noteholders amounts in respect of interest and principal due and payable on the Class B Notes until the Class B Notes are redeemed in full;

(e) then, *pro rata* and *pari passu*, to pay the Class C Noteholders amounts in respect of interest and principal due and payable on the Class C Notes until the Class C Notes are redeemed in full;

(f) then, *pro rata* and *pari passu*, to pay the Class D Noteholders amounts in respect of interest and principal due and payable on the Class D Notes until the Class D Notes are redeemed in full;

(g) then, *pro rata* and *pari passu*, to pay the Class E Noteholders amounts in respect of interest and principal due and payable on the Class E Notes until the Class E Notes are redeemed in full;

(h) then, *pro rata* and *pari passu*, to pay the Class F Noteholders amounts in respect of interest and principal due and payable on the Class F Notes until the Class F Notes are redeemed in full;

(i) then, *pro rata* and *pari passu*, to pay the Class X1 Noteholders amounts in respect of interest and principal due and payable on the Class X1 Notes until the Class X1 Notes are redeemed in full;

(j) then, pro rata and pari passu, to pay the Class X2 Noteholders amounts in respect of interest and principal due and payable on the Class X2 Notes until the Class X2 Notes are redeemed in full;

(k) then, for the Issuer to retain as profit the Issuer Profit Amount and to pay any corporate income or corporation tax liability not otherwise able to be paid from the Issuer Profit Ledger; and

(l) then, *pro rata* and *pari passu*, to pay all remaining amounts to the Certificateholders as the Residual Certificate Payments.

(h) **Shortfall after application of proceeds**

If the net proceeds of the Security being enforced and liquidated in accordance with the Deed of Charge are not sufficient, after payment of all other claims ranking in priority to the Notes, to cover all payments due on the Notes, the obligations of the Issuer under the Notes will be limited to such net proceeds and such net proceeds will be applied in accordance with the Deed of Charge and no other assets of the Issuer will be available for any further payments on the Notes. The right to receive any further payments of any such shortfall remaining after enforcement of the Security and application of the proceeds of the Security in accordance with the Post-Acceleration Priority of Payments will be extinguished.

(i) **Relationship between 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**

(a) 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.

(b) Payments of principal on the Class A Notes will at all times rank in priority to payments of principal on the Class B Notes, payments of principal on the Class B Notes will at all times rank in priority to payments of principal on the Class C Notes, payments of principal on the Class C Notes will at all times rank in priority to payments of principal on the Class D Notes, payments of principal on the Class D Notes will at all times rank in priority to payments of principal on the Class E Notes, payments of principal on the Class E Notes will at all times rank in priority to payments of principal on the Class F Notes, payment of principal on the Class F Notes will at all times rank in priority to payments of interest and principal on the Class X1 Notes, payments of principal on the Class X1 Notes will at all times rank in priority to payments of principal on the Class X2 Notes and payments of principal on the Class X2 Notes will at all times rank in priority to payments on the Residual Certificates, in each case in accordance with the applicable Priority of Payments.

(c) Payments of interest on the Class A Notes will at all times rank in priority to payments of interest on the Class B Notes, payments of interest on the Class B Notes will at all times rank in priority to payments of interest on the Class C Notes, payments of interest on the Class C Notes will at all times rank in priority to payments of interest on the Class D Notes, payments of interest on the Class D Notes will at all times rank in priority to payments of interest on the Class E Notes, payments of interest on the Class E Notes will at all times rank in priority to payments of interest on the Class F Notes, payments of interest on the Class F Notes will at all times rank in priority to payments of interest (and principal) on the Class X1 Notes, payments of interest (and principal) on the Class X1 Notes will at all times rank in priority to payments of interest (and principal) on the

Class X2 Notes and payments of interest (and principal) on the Class X2 Notes will at all times rank in priority to payments on the Residual Certificates, in each case in accordance with the applicable Priority of Payments.

(d) The Residual Certificates are subordinate to all payments due in respect of the Notes.

(e) If the Issuer does not have sufficient Available Revenue Receipts on the relevant Interest Payment Date to meet interest payments on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes, the Class X1 Notes and the Class X2 Notes in full, any shortfall will first be borne by the Class X2 Notes and, to the extent that interest due on the Class X2 Notes on such Interest Payment Date is less than such shortfall, it will secondly be borne by the Class X1 Notes and, to the extent that interest due on the Class X2 Notes and the Class X1 Notes on such Interest Payment Date is less than such shortfall, it will thirdly be borne by the Class F Notes and, to the extent that interest due on the Class X2 Notes, the Class X1 Notes and the Class F Notes on such Interest Payment Date is less than such shortfall, it will fourthly be borne by the Class E Notes and, to the extent that interest due on the Class X2 Notes, the Class X1 Notes, the Class F Notes and the Class E Notes on such Interest Payment Date is less than such shortfall, it will fifthly be borne by the Class D Notes, and to the extent that interest due on the Class X2 Notes, the Class X1 Notes, the Class F Notes, the Class E Notes and the Class D Notes on such Interest Payment Date is less than such shortfall, it will sixthly be borne by the Class C Notes and, to the extent that interest due on the Class X2 Notes, the Class X1 Notes, the Class F Notes, the Class E Notes, the Class D Notes and the Class C Notes on such Interest Payment Date is less than such shortfall, it will seventhly be borne by the Class B Notes and, to the extent that interest due on the Class X2 Notes, the Class X1 Notes, the Class F Notes, the Class E Notes, the Class D Notes, the Class C Notes and the Class B Notes on such Interest Payment Date is less than such shortfall, it will eighthly be borne by the Class A Notes, in each case *pro rata* and *pari passu* between the Notes of such Class.

(f) No amount of principal of the Class B Notes will become due and payable until redemption and payment in full of the Class A Notes. No amount of principal of the Class C Notes will become due and payable until redemption and payment in full of the Class A Notes and the Class B Notes. No amount of principal of the Class D Notes will become due and payable until redemption and payment in full of the Class A Notes, the Class B Notes and the Class C Notes. No amount of principal of the Class E Notes will become due and payable until redemption and payment in full of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes. No amount of principal of the Class F Notes will become due and payable until redemption and payment in full of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes. Principal on the Class X1 Notes will become due and payable (i) under the Pre-Acceleration Revenue Priority of Payments, to the extent there are sufficient amounts available, whether or not the other Classes of Notes have been redeemed in full; and (ii) under the Post-Acceleration Priority of Payments, following redemption and payment in full 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. Principal on the Class X2 Notes will become due and payable (i) under the Pre-Acceleration Revenue Priority of Payments, to the extent there are sufficient amounts available and provided the Class X1 Notes have been redeemed in full, whether or not the Collateralised Notes have been redeemed in full; and (ii) under the Post-Acceleration Priority of Payments, following redemption and payment in full 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 X1 Notes.

(g) The Trust Deed contains provisions requiring the Note Trustee to take into account the interests of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders, the Class X1 Noteholders and the Class X2 Noteholders equally as regards all powers, trusts, authorities, duties and discretions of the Note Trustee (except where expressly provided otherwise), but requiring the Note Trustee in any such case, for so long as any Class A Notes remain outstanding, to take into account only the interests of the Class A Noteholders if, in the opinion of the Note Trustee there is a conflict between the interests of the Class A Noteholders and 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/or the Class X1 Noteholders and/or the Class X2 Noteholders and/or the interests of the Certificateholders and, following the redemption in full of the Class A Notes, to take into account only the interests of the Class B Noteholders if, in the opinion of the Note Trustee, there is a conflict between the interests of the Class B Noteholders and the interests of the Class C Noteholders and/or 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/or the interests of the Class X1 Noteholders and/or the Class X2 Noteholders and/or the interests of the Certificateholders and following the redemption in full of the Class A Notes and the Class B Notes, to take into account only the interests of the Class C Noteholders if, in the opinion of the Note Trustee, there is a conflict between the interests of the Class C Noteholders and 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/or the interests of the Class X1 Noteholders and/or the interests of the Class X2 Noteholders and/or the interests of the Certificateholders, and following the redemption in full of the Class A Notes, the Class B Notes and the Class C Notes, to take into account only the interests of the Class D Noteholders if, in the opinion of the Note Trustee, there is a conflict between the interests of the Class D Noteholders and the interests of the Class E Noteholders and/or the interests of the Class F Noteholders and/or the interests of the Class X1 Noteholders and/or the interests of the Class X2 Noteholders and/or the interests of the Certificateholders, and following the redemption in full of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, to take into account only the interests of the Class E Noteholders if, in the opinion of the Note Trustee, there is a conflict between the interests of the Class E Noteholders and the interests of the Class F Noteholders and/or the interests of the Class X1 Noteholders and/or the interests of the

Class X2 Noteholders and/or the interests of the Certificateholders, and following the redemption in full of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, to take into account only the interests of the Class F Noteholders if, in the opinion of the Note Trustee, there is a conflict between the interests of the Class F Noteholders and the interests of the Class X1 Noteholders and/or the interests of the Class X2 Noteholders and/or the interests of the Certificateholders, and following the redemption in full 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, to take into account only the interests of the Class X1 Noteholders, if in the opinion of the Note Trustee, there is a conflict between the interests of the Class X1 Noteholders and/or the interests of the Class X2 Noteholders and/or the interests of the Certificateholders, and following the redemption in full 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 X1 Notes, to take into account only the interests of the Class X2 Noteholders if, in the opinion of the Note Trustee, there is a conflict between the interests of the Class X2 Noteholders and the interests of the Certificateholders.

(h) No Class of Noteholders may request or direct the Note Trustee or the Issuer to take any action or pass any effective Extraordinary Resolution or Ordinary Resolution if the effect of the same would, in the sole opinion of the Note Trustee, be materially prejudicial to the interests of any more senior ranking Class of Noteholders, and neither the Note Trustee nor the Issuer will be responsible to such Class of Noteholders for disregarding any such request, direction or resolution.

(j) **Assumption of no material prejudice**

The Note Trustee will be entitled to assume, for the purposes of exercising any right, power, duty or discretion under or with respect to these Conditions, the Residual Certificate Conditions, the Trust Deed, the Deed of Charge or any of the other Transaction Documents or for the purposes of paragraphs (v), (vi) or (vii) of Condition 2(i) (*Relationship between 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*), that to do so will not be materially prejudicial to the interests of the Noteholders or the relevant Class (i) if it has obtained the consent of the Noteholders of the relevant Class or (ii) if the Note Trustee is satisfied that the current ratings of the Rated Notes will not be affected or (iii) with respect to a non-economic or non-financial matter, if the Note Trustee obtains an opinion of counsel to such effect.

3. ***Covenants***

3.1 So long as any of the Notes remains outstanding, the Issuer shall:

(a) comply with and perform all its obligations under the Transaction Documents and use all reasonable endeavours to procure that each party to any of the Transaction Documents complies with and performs all their respective obligations thereunder;

(b) at all times use all reasonable endeavours to procure that a Servicer is appointed in accordance with the terms of the Servicing Agreement and that a Cash

Manager is appointed in accordance with the terms of the Cash Management Agreement;

(c) at all times use its best endeavours to procure that hedging arrangements on terms substantially similar to those in the Cap Agreement are maintained by it;

(d) at all times ensure that its central management and control is exercised in the United Kingdom; and

(e) not become part of any group of companies for VAT purposes.

3.2 So long as any of the Notes remains outstanding, the Issuer will not without the prior consent of the Note Trustee, unless otherwise provided by these Conditions or the Transaction Documents:

(a) carry on any business other than performing its functions and duties and discharging its obligations and liabilities set out in the Transaction Documents and with respect to that business will not engage in any activity whatsoever which is not incidental to or necessary in connection with any of the activities in which the Transaction Documents provide or do anything except:

(i) finance, acquire, hold and dispose of the Purchased Receivables;

(ii) issue, enter into, amend, exchange, repurchase or cancel the Notes and/or the Residual Certificates;

(iii) enter into, amend, consent to any variation of, or release any party from any obligation under, any of the Notes, the Residual Certificates, the Transaction Documents and agreements relating or incidental to the issue and constitution of, and the granting of security for, the Notes and the Residual Certificates;

(iv) own and exercise its rights with respect to the Security and its interests in the Security and perform its obligations with respect to the Security and the Transaction Documents;

(v) preserve and/or exercise and/or enforce any of its rights and perform and observe its obligations under the Notes, the Residual Certificates, the Transaction Documents and agreements relating or incidental to the issue and constitution of, and the granting of security for the Notes and the Residual Certificates;

(vi) use any of its property or assets in the manner provided in or contemplated by the Transaction Documents; and

(vii) perform any other act incidental to or necessary in connection with the above;

(b) have any employees or own any premises;

(c) incur any financial indebtedness with respect to borrowed money or give any guarantee or indemnity in respect of any financial indebtedness or of any other obligation of any person or enter into any hedging or derivative contract except under the Notes and the Residual Certificates or pursuant to the Transaction Documents;

(d) create or permit any mortgage, charge, pledge, lien or any encumbrance or other security interest over, any of, its assets or undertaking (other than for the avoidance of doubt, any security created pursuant to the Deed of Charge or the Scottish Supplemental Charge or as expressly contemplated by the Transaction Documents);

(e) permit the validity or effectiveness of or the priority of the Security created by the Deed of Charge or the priority of any security interests created or evidenced thereby to be amended, varied, terminated, postponed or discharged, or permit any person or any party to any of the Transaction Documents to which it is a party whose obligations form part of the Security to be released from such obligations;

(f) transfer, sell, lend, use, invest, part with or otherwise dispose of, or deal with, or grant any option or present or future right to acquire any of its assets or undertakings or any interest, estate, right, title or benefit therein;

(g) pay any dividend or make any other distribution to its shareholders or issue any further shares other than payment of dividends in any accounting period which do not exceed the aggregate amount left to the Issuer after Tax (if any) is charged on the Issuer Profit Amount;

(h) commingle its property or assets with the property or assets of any other person;

(i) consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entirety to any person;

(j) have any subsidiaries or subsidiary undertakings (each as defined in the Companies' Act 2006);

(k) have an "establishment" (as defined in the Recast Insolvency Regulation and the UNCITRAL Implementing Regulations) or take any action that will cause its "centre of main interests" (for the purposes of the Recast Insolvency Regulation and the UNCITRAL Implementing Regulations) to be located in any jurisdiction other than the United Kingdom or register as a company in any jurisdiction other than England;

(l) issue any shares in the Issuer (other than such shares as are in issue as at the Closing Date);

(m) permit any of the Transaction Documents to which it is a party to become invalid or ineffective or exercise any right to terminate any of the Transaction Documents to which it is a party;

(n) have an interest in any bank account other than the Issuer Accounts and (under the Collection Account Declarations of Trust) the Collection Accounts, open any further account for the purposes of depositing any monies it receives in connection with the Transaction Documents, unless such account is secured in favour of the Security Trustee for the benefit of the Secured Creditors;

(o) agree to any modification of, or grant any consent, approval, authorisation or waiver pursuant to, or in connection with, any of the Transaction Documents to which it is a party;

(p) permit any person or any party to any of the Transaction Documents to which it is a party to be released from its obligations;

(q) prejudice its eligibility for its corporation tax liability to be calculated in accordance with regulation 14 of the TSC Regulations;

(r) acquire obligations or securities of its officers or shareholders; and

(s) amend its articles of association or any of its other constitutional documents.

3.3 In giving its consent to the foregoing, the Note Trustee may require the Issuer to amend the Transaction Documents and/or may impose such other conditions as it deems to be in the interests of the Noteholders, in accordance with Condition 12 (*Meetings of Noteholders, amendments, waiver, substitution and exchange*) below.

4. ***Interest***

(a) **Interest calculation**

Each Note shall bear interest on its Outstanding Note Principal Amount from the Closing Date until the close of the day preceding the day on which such Note has been redeemed in full at the rate *per annum* (expressed as a percentage) equal to the Interest Rate (calculated in the manner set out in Condition 4(e) (*Calculations*)), payable in arrear on each Interest Payment Date from (and including) the Closing Date, subject to Condition 6 (*Additional interest and subordination*).

Interest due on an Interest Payment Date will accrue on the Outstanding Note Principal Amount of each Note at the beginning of the relevant Interest Period.

Interest will cease to accrue on each Note (or, in the case of the redemption of part only of a Note, that part only of such Note) on the due date for redemption unless any amount due remains outstanding, in which case interest will continue to accrue on the unpaid amount of principal (as well after as before judgment) until the Relevant Date at a rate equal to SONIA as determined daily by the Interest Determination Agent in its sole discretion. Such interest will be added annually to the overdue sum and will itself bear interest accordingly, at the rates for overnight deposits so determined.

(b) **Interest Period**

"**Interest Period**" means, in respect of the first Interest Payment Date, the period commencing on (and including) the Closing Date and ending on (but excluding) the first Interest Payment Date and in respect of any subsequent Interest Payment Date, the period commencing on (and including) the immediately preceding Interest Payment Date and ending on (but excluding) such Interest Payment Date, provided that the last Interest Period shall end on (but exclude) the Legal Maturity Date or, if earlier, the date on which all Notes are redeemed in full.

(c) **Interest Rate**

The Interest Rate for each Interest Period will be with respect to:

(i) each Class A Note, Compounded Daily SONIA for the relevant Interest Period plus 1.10% per annum, provided that if Compounded Daily SONIA plus the margin for the Class A Notes is less than zero, the Interest Rate will be deemed to be zero (the "**Class A Interest Rate**");

(ii) each Class B Note, Compounded Daily SONIA for the relevant Interest Period plus 2.25% per annum, provided that if Compounded Daily SONIA plus the margin for the Class B Notes is less than zero, the Interest Rate will be deemed to be zero (the "**Class B Interest Rate**");

(iii) each Class C Note, Compounded Daily SONIA for the relevant Interest Period plus 3.00% per annum, provided that if Compounded Daily SONIA plus the margin for the Class C Notes is less than zero, the Interest Rate will be deemed to be zero (the "**Class C Interest Rate**");

(iv) each Class D Note, Compounded Daily SONIA for the relevant Interest Period plus 4.50% per annum, provided that if Compounded Daily SONIA plus the margin for the Class D Notes is less than zero, the Interest Rate will be deemed to be zero (the "**Class D Interest Rate**");

(v) each Class E Note, Compounded Daily SONIA for the relevant Interest Period plus 5.50% per annum, provided that if Compounded Daily SONIA plus the margin for the Class E Notes is less than zero, the Interest Rate will be deemed to be zero (the "**Class E Interest Rate**");

(vi) each Class F Note, Compounded Daily SONIA for the relevant Interest Period plus 7.00% per annum, provided that if Compounded Daily SONIA plus the margin for the Class F Notes is less than zero, the Interest Rate will be deemed to be zero (the "**Class F Interest Rate**");

(vii) each Class X1 Note, Compounded Daily SONIA for the relevant Interest Period plus 5.00% per annum, provided that if Compounded Daily SONIA plus the margin for the Class X1 Notes is less than zero, the Interest Rate will be deemed to be zero (the "**Class X1 Interest Rate**"); and

(viii) each Class X2 Note, Compounded Daily SONIA for the relevant Interest Period plus 6.00% per annum, provided that if Compounded Daily SONIA plus the margin for the Class X2 Notes is less than zero, the Interest Rate will be deemed to be zero (the "**Class X2 Interest Rate**").

(d) **SONIA determination**

(i) The Interest Determination Agent will as soon as practicable on each Interest Determination Date determine Compounded Daily SONIA for the related Interest Period.

(ii) If, in respect of any Business Day in the relevant Observation Period, the Interest Determination Agent determines that the SONIA rate is not available on the Screen or has not otherwise been published by the relevant authorised distributors, such SONIA 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 rate to the Bank Rate over the previous five days on which a SONIA 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.

(iii) Notwithstanding the provisions of these Conditions, in the event the Bank of England publishes guidance as to (i) how SONIA is to be determined or

(ii) any rate that is to replace SONIA, the Interest Determination Agent (acting in accordance with the instructions of the Issuer (for the avoidance of doubt no such instruction shall require the consent of the Noteholders and shall not constitute a Basic Terms Modification)) shall, to the extent that it is reasonably practicable, follow such guidance in order to determine SONIA for the purpose of the Notes for so long as SONIA is not available or has not been published by the authorised distributors.

(iv) In the event that Compounded Daily SONIA cannot be determined in accordance with the foregoing provisions by the Interest Determination Agent, Compounded Daily SONIA shall be (i) that determined as at the last preceding Interest Determination Date or (ii) if there is no such preceding Interest Determination Date, the initial Compounded Daily SONIA which would have been applicable to the relevant Class of 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 first Interest Payment Date.

(v) On the occurrence of the events described in Condition 12(b)(iii) (*Amendments and waiver*) (the "**Relevant Time**"), the Issuer (acting on the advice of the Servicer) shall, without undue delay, use commercially reasonable endeavours to propose an Alternative Benchmark Rate in accordance with Condition 12(b)(iii) (*Amendments and waiver*) (the "**Relevant Condition**"). For the avoidance of doubt, if an Alternative Benchmark Rate proposed by or on behalf of the Issuer (including any Alternative Benchmark Rate which was proposed prior to the Relevant Time pursuant to the Relevant Condition) has failed to be implemented in accordance with the Relevant Condition as a result of Noteholder objections to the modification, the Issuer shall not be obliged to propose an Alternative Benchmark Rate under this Condition 4(d).

(vi) In these Conditions (except where otherwise defined), the expression:

"**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 Interest Determination Agent as at 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:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{SONIA_{i-pLBD}\times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

"**d**" is the number of calendar days in the relevant Interest Period;

"$\mathbf{d_0}$" is the number of Business Days in the relevant Interest Period;

"**i**" is a series of whole numbers from one to d0, each representing the relevant Business Day in chronological order from, and including, the first Business Day in the relevant Interest Period;

"**LBD**" means a Business Day;

"$\mathbf{n_i}$", for any day "i", means the number of calendar days from and including such day "i" up to but excluding the following Business Day; and

"**p**" means, for any Interest Period, 5 Business Days; and

"$\mathbf{SONIA_{i\text{-}pLBD}}$" means, in respect of any Business Day falling in the relevant Interest Period, SONIA for the Business Day falling "p" Business Days prior to that Business Day "i".

(e) **Calculations**

(i) The amount of interest payable on each Note for any Interest Period (the "**Interest Amount**") will be calculated by taking the aggregate of (1) the product of the relevant Interest Rate, the Outstanding Note Principal Amount of such Note at the beginning of such Interest Period and the Day Count Fraction and (2) any Interest Shortfall and rounding the resultant figure to the nearest whole penny (half a penny being rounded upwards).

(ii) The Class A Interest Rate, the Class B Interest Rate, the Class C Interest Rate, the Class D Interest Rate, the Class E Interest Rate, the Class F Interest Rate, the Class X1 Interest Rate, the Class X2 Interest Rate and Interest Amounts to be paid on the Notes for each Interest Period will be determined by the Cash Manager. All calculations made by the Interest Determination Agent or the Cash Manager will (in the absence of manifest or proven error) be conclusive for all purposes and binding on the Note Trustee, the Noteholders and all other parties.

(f) **Determination and publication of the Class A Interest Rate, the Class B Interest Rate, the Class C Interest Rate, the Class D Interest Rate, the Class E Interest Rate, the Class F Interest Rate, the Class X1 Interest Rate, the Class X2 Interest Rate and the Interest Amounts**

With respect to each Interest Payment Date, on the Calculation Date preceding such Interest Payment Date, the Cash Manager shall notify the Issuer, the Corporate Services Provider, the Cap Provider, the Registrar, the Paying Agent, the Note Trustee and, on behalf of the Issuer, by means of notification in accordance with Condition 15 (*Notices*), the Noteholders, and for so long as any of the Notes are listed on the official list and are admitted to trading on the regulated market of Euronext Dublin through the Paying Agent, of the following:

(i) the amount of principal payable in respect of each Class A Note, each Class B Note, each Class C Note, each Class D Note, each Class E Note, each Class F Note, each Class X1 Note and each Class X2 Note pursuant to Condition 5 (*Redemption*) and the Interest Periods, the Class A Interest Amount, the Class B Interest Amount, the Class C Interest Amount, the Class D Interest Amount, the Class E Interest Amount, the Class F Interest Amount, the Class X1 Interest Amount and Class X2 Interest Amount pursuant to Condition 4 (*Interest*) in accordance with the applicable Priority of Payments and subject to the Available Principal Receipts (or, in the case of the Class X1 Interest Amount and the Class X2 Interest Amount, Available Revenue Receipts) to be paid on such Interest Payment Date;

(ii) the Aggregate Outstanding Note Principal Amount of Class A Notes, the Aggregate Outstanding Note Principal Amount of Class B Notes, the Aggregate Outstanding Note Principal Amount of Class C Notes, the Aggregate Outstanding Note Principal Amount of Class D Notes, the Aggregate Outstanding Note Principal Amount of Class E Notes, the Aggregate Outstanding Note Principal Amount of Class F Notes, the Aggregate Outstanding Note Principal Amount of Class X1 Notes and the Aggregate Outstanding Note Principal Amount of Class X2 as from such Interest Payment Date;

(iii) in the event of the final payment in respect of the Notes pursuant to Condition 5 (*Redemption*), the fact that such payment is the final payment; and

(iv) in the event of the payment of interest and redemption after the service of a Note Acceleration Notice on the Issuer, the amounts of interest and principal to be paid in accordance with Condition 10 (*Events of Default*) and the Post-Acceleration Priority of Payments.

5. ***Redemption***

(a) **Final redemption**

Unless previously redeemed in full as provided below, the Issuer will redeem the Notes at their respective Outstanding Note Principal Amount on the Legal Maturity Date.

The Issuer may not redeem the Notes in whole or in part prior to the Legal Maturity Date except as provided in Condition 5(b) (*Redemption for taxation reasons*), Condition 5(c) (*Mandatory early redemption in part*) and Condition 5(d) (*Clean-Up Call*) but without prejudice to Condition 10 (*Events of Default*).

(b) **Redemption for taxation reasons**

If, following a change of applicable law, regulation or interpretation of such law or regulation after the Closing Date, the Issuer is, on the occasion of any future payment due on the Notes, required to deduct, withhold or account for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the United Kingdom or any political sub-division thereof or any authority thereof or therein having power to tax or any other tax authority outside the United Kingdom, so that:

(i) the Issuer is unable to make payment of the full amount due on the Notes or the cost to the Issuer of making payments on the Notes or of complying with its obligations under or in connection with the Notes would be materially increased;

(ii) the operating or administrative expenses of the Issuer would be materially increased; or

(iii) the Issuer would be obliged to make any material payment on, with respect to, or calculated by reference to, its income or any sum received or receivable by or on behalf of the Issuer from the Security or any of it,

the Issuer will promptly so inform the Note Trustee and will use its reasonable endeavours (which will not require it to incur any loss, excluding immaterial, incidental expenses) to determine within 20 calendar days of such circumstance occurring whether it would be practicable to arrange the substitution of a company incorporated in another jurisdiction approved by the Note Trustee as the principal debtor or to change its tax residence to another jurisdiction approved by the Note Trustee (provided that the Issuer will only use such reasonable endeavours to so determine if such a substitution or change could reasonably be expected to avoid such withholding or deduction or tax or other similar imposition). If the Issuer determines that any of such measures would be practicable, it will have a further period of 60 calendar days to effect such substitution or change of tax residence. If, however, it determines within 20 calendar days of such circumstance occurring that none of such measures would be practicable or if, having determined that any of such measures would be practicable, it is unable so to avoid such withholding or deduction or tax or imposition within such further period of 60 calendar days, then the Issuer may, at its election, but will not be obliged to, at any time thereafter give not more than 60 nor less than 30 calendar days' (or such shorter period expiring on or before the latest date permitted by relevant law) irrevocable notice to the Note Trustee, the Paying Agent, the Registrar, the Cap Provider and the Noteholders, in accordance with Condition 15 (*Notices*), of its intention to redeem and of the date fixed for redemption (which must be an Interest Payment Date falling after the expiry of such notice period) and will on such date redeem all but not some only of the Notes at their Outstanding Note Principal Amounts together with accrued interest to that date, provided that prior to the publication of any such irrevocable notice of redemption, the Issuer will deliver to the Note Trustee a certificate signed by two directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting out a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred. The Note Trustee will be entitled to accept such certificate as sufficient evidence of the satisfaction of the circumstances set out above, and such certificate will be conclusive and binding on the Noteholders.

(c) **Mandatory early redemption in part**

The Issuer will 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 subject to the Available Principal Receipts and in accordance with the Pre-Acceleration Principal Priority of Payments and will redeem the Class X1 Notes and the Class X2 Notes subject to Available Revenue Receipts and in accordance with the Pre-Acceleration Revenue Priority of Payments.

(d) **Clean-Up Call**

(i) On any Interest Payment Date following the Determination Date on which the Aggregate Outstanding Principal Balance is equal to or less than 10% of the Aggregate Outstanding Principal Balance as at the Cut-Off Date, the Seller will (provided that on the relevant Interest Payment Date no Note Acceleration Notice has been served on the Issuer) have the option under the Receivables Sale and Purchase Agreement (the "**Clean-Up Call**") to repurchase all Purchased Receivables then outstanding against payment of the Final Repurchase Price, subject to the following requirements (the "**Clean-Up Call Conditions**"):

(1) the Final Repurchase Price must be at least equal to the sum of (A) the aggregate Outstanding Note Principal Amount of all Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes, Class F Notes, Class X1 Notes and Class X2 Notes plus (B) accrued interest thereon plus (C) all claims of any creditors of the Issuer ranking prior to the claims of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders, the Class X1 Noteholders and the Class X2 Noteholders according to the applicable Priority of Payments that would otherwise remain outstanding after application of any Available Revenue Receipts (including, for the avoidance of doubt, the balance of the Reserve Fund on that Interest Payment Date) and Available Principal Receipts (including, for the avoidance of doubt, all amounts standing to the credit of the Transaction Account under paragraph (e) of the definition of Available Principal Receipts (other than the balance on the Issuer Profit Ledger) on the date which is two Business Days prior to the Repurchase Date, but excluding any Final Repurchase Price) applied on such Interest Payment Date under items (a) to (z) (inclusive) of the Pre-Acceleration Revenue Priority of Payments and items (a) to (f) (inclusive) of the Pre-Acceleration Principal Priority of Payments or items (a) to (k) (inclusive) of the Post-Acceleration Priority of Payments; and

(2) the Seller shall have notified the Issuer and the Note Trustee of its intention to exercise the Clean-Up Call at least 10 calendar days prior to the contemplated settlement date of the Clean-Up Call.

(ii) Upon payment in full of the amounts specified in Condition 5(d)(i)(1) above to, or for the order of, the Noteholders, no Noteholders shall be entitled to receive any further payments of interest or principal.

(e) **Cancellation**

Any Notes redeemed in full or, as the case may be, in part by the Issuer will promptly be cancelled in full or, as the case may be, in part in which case they will not be resold or re-issued and the obligations of the Issuer under any such Notes will be discharged.

If the Issuer redeems some of the Class A Notes and/or the Class B Notes and/or the Class C Notes and/or the Class D Notes and/or the Class E Notes and/or the Class F Notes and/or the Class X1 Notes and/or the Class X2 Notes and such Notes are represented by Global Notes, such partial redemption will be effected in accordance with the rules and procedures of Clearstream, Luxembourg and/or Euroclear (to be reflected in the records of Clearstream, Luxembourg and Euroclear, as either a pool factor or a reduction in nominal amount, at their discretion).

(f) **Note principal payments and outstanding note principal amounts**

On (or as soon as practicable after) each Interest Determination Date, the Cash Manager, acting on behalf of the Issuer, will determine (based on information provided to the Cash Manager by the Issuer or the Servicer via the servicing report) the following:

(i) the amount of principal payable in respect of each Class A Note, each Class B Note, each Class C Note, each Class D Note, each Class E Note, each Class F Note, each Class X1 Note and each Class X2 Note pursuant to Condition 5 (*Redemption*) and the Interest Periods, the Class A Interest Amount, the Class B Interest Amount, the Class C Interest Amount, the Class D Interest Amount, the Class E Interest Amount, the Class F Interest Amount, the Class X1 Interest Amount and the Class X2 Interest Amount to Condition 4 (*Interest*) in accordance with the applicable Priority of Payments and subject to the Available Principal Receipts and Available Revenue Receipts to be paid on such Interest Payment Date; and

(ii) the Aggregate Outstanding Note Principal Amount of Class A Notes, the Aggregate Outstanding Note Principal Amount of Class B Notes, the Aggregate Outstanding Note Principal Amount of Class C Notes, the Aggregate Outstanding Note Principal Amount of Class D Notes, the Aggregate Outstanding Note Principal Amount of Class E Notes, the Aggregate Outstanding Note Principal Amount of Class F Notes, the Aggregate Outstanding Note Principal Amount of Class X1 Notes, the Aggregate Outstanding Note Principal Amount of Class X2 Notes as from such Interest Payment Date,

and will cause notice of each determination of the principal payable and the Outstanding Note Principal Amount of a Note of each Class to be given to the Note Trustee, the Paying Agent, the Registrar, the Issuer and the Noteholders (in accordance with Condition 15 (*Notices*)) as soon as reasonably practicable and, in any case, by not later than 5.00 pm (London time) one Business Day before the relevant Interest Payment Date. Each determination by or on behalf of the Issuer of any principal payable and the Outstanding Note Principal Amount of a Note will in each case (in the absence of fraud, wilful default or manifest or proven error) be final and binding on all persons.

6. ***Additional interest and subordination***

(a) **Additional interest on the Class A Notes**

If the aggregate funds (computed in accordance with the provisions of the Cash Management Agreement) available to the Issuer on any Interest Payment Date for application in or towards the payment of any Interest Amount due with respect to the Class A Notes on such Interest Payment Date pursuant to Condition 4 (*Interest*) are not sufficient to satisfy in full the aggregate amount of interest so due (the "**Class A Interest Shortfall**"), the Issuer will create a provision in its Issuer Accounts equal to such shortfall and such shortfall will accrue interest in accordance with Condition 4(c)(i) (*Interest Rate*) for such time as it remains outstanding and such shortfall, together with any additional accrued interest, will be immediately due and payable.

(b) **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**

(i) For so long as 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, the Class X1 Notes or the Class X2 Notes remain outstanding, if the aggregate funds (computed in accordance with the provisions of the Cash Management Agreement) available to the Issuer on any Interest Payment Date for application in or towards the payment of any Interest Amount which is, subject to this Condition, due with respect to any of the more

junior ranking Classes of Notes on such Interest Payment Date (the "**Class B Interest Shortfall**" in the case of Class B Notes, the "**Class C Interest Shortfall**" in the case of Class C Notes, the "**Class D Interest Shortfall**" in the case of Class D Notes, the "**Class E Interest Shortfall**" in the case of Class E Notes, the "**Class F Interest Shortfall**" in the case of Class F Notes, the "**Class X1 Interest Shortfall"** in the case of Class X1 Notes and the "**Class X2 Interest Shortfall"** in the case of Class X2 Notes and any of the foregoing an "**Interest Shortfall**") are not sufficient to satisfy in full the aggregate amount of interest which is, subject to this Condition, due with respect to the such Class of Notes on such Interest Payment Date, there will be payable on such Interest Payment Date by way of interest with respect to each Note of such Class (notwithstanding Condition 4 (*Interest*)) only a *pro rata* share of such aggregate funds on such Interest Payment Date.

(ii) If there is an Interest Shortfall in respect of any Class of Notes, the Issuer will create a provision in its Issuer Accounts for the shortfall equal to the amount by which the aggregate amount of interest paid with respect to the such Class of Notes on any Interest Payment Date in accordance with this Condition falls short of the aggregate amount of interest payable with respect to such Class of Notes on that date pursuant to Condition 4 (*Interest*). Such shortfall will accrue interest in accordance with Condition 4(c) (*Interest Rate*) during such Interest Period during which it remains outstanding and a *pro rata* share of such shortfall, together with a *pro rata* share of such accrued interest, will be aggregated with the amount of, and treated for the purpose of this Condition as if it were, interest due, subject to this Condition, on each Note of such Class on the next succeeding Interest Payment Date. If, on the final Interest Payment Date (or on any earlier redemption of such Class of Notes in full), there remains such a provision, such amount will become payable subject to this Condition on that Interest Payment Date (or, in the case of an earlier redemption of such Class of Notes in full, on the date of such redemption).

(iii) Upon redemption of the Class A Notes in full, the provisions of Condition 6(a) (*Additional interest on the Class A Notes*) will apply to the next Most Senior Class of Notes then outstanding. For the avoidance of doubt, non-payment of interest for any Class of Notes (other than the Most Senior Class of Notes at the relevant time) will not constitute an Event of Default.

(c) **Principal 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**

(i) The Class B Noteholders will not be entitled to any payment of the principal on the Class B Notes while any Class A Note remains outstanding. The Class C Noteholders will not be entitled to any payment of the principal on the Class C Notes while any Class A Note or Class B Note remains outstanding. The Class D Noteholders will not be entitled to any payment of the principal on the Class D Notes while any Class A Note, Class B Note or Class C Note remains outstanding. The Class E Noteholders will not be entitled to any payment of the principal on the Class E Notes while any Class A Note, Class B Note, Class C Note or Class D Note remains outstanding. The Class F Noteholders will not be entitled to any payment of the principal on the Class F Notes while any

Class A Note, Class B Note, Class C Note, Class D Note or Class E Note remains outstanding.

(ii) If on any Interest Payment Date or any other date on which a payment of principal is due on the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes, the Class X1 Notes or the Class X2 Notes falling on or after the redemption of each of the more senior ranking Classes of Note the aggregate funds (computed in accordance with the provisions of the Cash Management Agreement) available to the Issuer on such date for application in or towards the payment of principal which is, subject to this Condition, due on any Class of Notes other than the Most Senior Class of Notes then outstanding on such date (and in the case of the Class X2 Notes, the Class X1 Notes) are not sufficient to pay in full all principal due (otherwise than pursuant to this Condition 6(c)) on such Class of Notes on such date, there will be payable on such date by way of principal on such Class of Notes only a *pro rata* share of such aggregate funds on such date.

7. ***Payments***

(a) **Method of payment**

Except as provided below, payments on the Notes will be made by transfer to a Sterling account maintained by the payee with a bank as specified by the payee and notified to the Paying Agent at least two Business Days prior to the due date for the relevant payment.

(b) **Payments subject to applicable laws, etc.**

All payments are subject in all cases to:

(i) any applicable fiscal or other laws, regulations and directives; and

(ii) FATCA,

but without prejudice to the provisions of Condition 8 (*Taxation*). No commission or expenses will be charged to the Noteholders with respect to such payments.

(c) **Payments on Global Notes**

Payments of principal and interest on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes, the Class X1 Notes and the Class X2 Notes represented by any Global Note will (subject as provided below) be made in the manner specified above with respect to Definitive Notes and otherwise in the manner specified in the relevant Global Note through Clearstream, Luxembourg and/or Euroclear. A record of each payment made for any Global Note, distinguishing between any payment of principal and any payment of interest, will be entered into the records of Clearstream, Luxembourg and/or Euroclear and such record will be *prima facie* evidence that the payment in question has been made.

(d) **General provisions applicable to payments**

The Holder of a Global Note will be the only person entitled to receive payments on Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes, Class F Notes, Class X1 Notes and Class X2 Notes represented by such Global

Note and the Issuer will be discharged by payment to, or to the order of, the Holder of such Global Note with respect to each amount so paid. Each of the persons shown in the records of Clearstream, Luxembourg or Euroclear as the beneficial Holder of a particular nominal amount of Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes, Class F Notes, Class X1 Notes and Class X2 Notes represented by such Global Note must look solely to Clearstream, Luxembourg or Euroclear, as the case may be, for this share of each payment so made by the Issuer, or to the order of, the Holder of such Global Note.

(e) **Appointment of Agents**

The Paying Agent, the Registrar, the Interest Determination Agent and the Cash Manager initially appointed by the Issuer and their respective specified offices are listed at the beginning of these Conditions. The Paying Agent, the Registrar, the Interest Determination Agent and the Cash Manager act solely as agents of the Issuer (unless an Event of Default has occurred or may with the lapse of time or the giving of notice occur, when such agents may be required to act as agents of the Note Trustee) and do not assume any obligation or relationship of agency or trust for or with any Noteholders. The Issuer reserves the right at any time (in accordance with the Agency Agreement or the Cash Management Agreement, as applicable) to vary or terminate the appointment of the Paying Agent, the Registrar, the Interest Determination Agent or the Cash Manager and to appoint other Paying Agents, Registrars, Interest Determination Agents or Cash Managers, provided that the Issuer will at all times maintain (i) a Cash Manager, (ii) a Registrar, (iii) an Interest Determination Agent and (iv) a Paying Agent.

Notice of any such change or any change of any specified office will promptly be given to the Noteholders in accordance with Condition 15 (*Notices*).

(f) **Non-business days**

If any date for payment on any Note is not a Business Day, the Holder shall not be entitled to payment until the next day which is a Business Day notwithstanding that the Holder shall not be paid any interest or other sum with respect to such postponed payment. If the next Business Day should fall in the next calendar month, the payment shall be made on the immediately preceding Business Day.

(g) **Limited recourse**

(i) No amounts will be payable by the Issuer except in accordance with the Priority of Payments (excluding any Permitted Exceptions and Permitted Revenue Withdrawals) and any payment obligations of the Issuer under the Notes may only be satisfied from the amounts received by it under or in connection with the Transaction Documents.

(ii) If the Security constituted by or pursuant to the Deed of Charge is enforced, and after payment of all other claims (if any) ranking in priority to or *pari passu* with each of the claims of the Secured Creditors under the Deed of Charge, the remaining proceeds of such enforcement are insufficient to pay in full all amounts due to each of the Secured Creditors and all other claims ranking *pari passu* to the claims of each such party, then the claims of each such party against the Issuer will be limited to their respective shares of such remaining proceeds (as determined in accordance with the provisions of the Deed of Charge) and, after payment

to each such party of its respective share of such remaining proceeds, the obligations of the Issuer to each such party will be extinguished in full.

(iii) The provisions of this Condition 7(g) will survive the termination of these Conditions. In the case of discrepancy between this Condition 7(g) and any other provision, the provisions of this Condition 7(g) will prevail.

8. ***Taxation***

All payments of principal and interest on the Notes will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of any nature by the Issuer or the Paying Agent unless required by law (or pursuant to FATCA), in which case the Issuer or the Paying Agent will make that payment net of such withheld or deducted amounts and will account to the relevant authorities for the amount required to be withheld or deducted. Neither the Issuer nor the Paying Agent will be obliged to make any additional payments to Noteholders for such withholding or deduction.

Notwithstanding the foregoing, if any taxes referred to in Condition 5(b) (*Redemption for taxation reasons*) arise and, subject as provided in such Condition, as a result of such tax the Issuer either (i) does not or would not have sufficient amounts to make payments due on the Notes in full or (ii) would be required to deduct any amounts from its payments on the Notes, then the amounts payable or to be paid, as the case may be, on the Notes will be proportionately reduced by an amount equal to such insufficiency or deduction. No such reduction will constitute an Event of Default under Condition 10 (*Events of Default*).

9. ***Prescription***

The Notes will become void unless claims for payment of principal or interest are made within 10 years of the Legal Maturity Date with respect to such Notes. After the date on which a Note becomes void, no claim may be made with respect to such Note.

10. ***Events of Default***

If any of the following events (each an "**Event of Default**") occurs, the Note Trustee at its absolute discretion may, and, if so directed by the holders of at least 25% in aggregate Outstanding Note Principal Amount of the Most Senior Class of Notes or if so directed by an Extraordinary Resolution of the Most Senior Class of Notes (subject, in each case, to the Note Trustee being indemnified and/or secured and/or prefunded to its satisfaction), will give a Note Acceleration Notice to the Issuer, the Security Trustee, the Account Bank, the Cash Manager and the Paying Agent declaring the Notes due and payable and each Note will accordingly become immediately due and payable, without further action or formality, at its Outstanding Note Principal Amount together with accrued interest:

(a) a default occurs in the payment of interest on any Interest Payment Date in respect of the Most Senior Class of Notes (and such default is not remedied within 14 Business Days of its occurrence);

(b) the Issuer defaults in the payment of principal on the Most Senior Class of Notes when due, and such default continues for a period of 7 Business Days;

(c) the Issuer fails to perform or observe any of its other material obligations under these Conditions or the Transaction Documents and such failure continues for a period of 30 calendar days following written notice from the Note Trustee or any other Secured Creditors;

(d) an Insolvency Event occurs in respect of the Issuer; or

(e) the Deed of Charge (or any security interest purported to be created thereunder) shall, for any reason, cease to be in full force and effect or be declared to be null and void, or the validity or enforceability thereof shall be contested by the Issuer or the Issuer shall deny that it has any or further liability or obligation under the Deed of Charge (or with respect thereto).

For the avoidance of doubt, a failure to pay any interest or principal due in respect of any Class of Notes which is not, on the relevant date, the Most Senior Class of Notes shall not constitute an Event of Default other than on the Final Redemption Date.

Upon any Note Acceleration Notice being given by the Note Trustee in accordance with the terms of this Condition 10 (*Events of Default*), notice to that effect will be given by the Note Trustee to all Noteholders in accordance with Condition 15 (*Notices*).

11. ***Enforcement and non-petition***

Only the Note Trustee and the Security Trustee may pursue the remedies available under the Trust Deed or the Deed of Charge, as applicable, to enforce the rights of the Secured Creditors. No other Secured Creditor is entitled to proceed against the Issuer. Neither the Note Trustee nor any Secured Creditor may take any action or has any rights against the Issuer to recover any amount still unpaid once the Security is enforced and the net proceeds thereof distributed in accordance with Condition 2 (*Status and Security*), and any such liability will be extinguished. None of the Note Trustee, the Security Trustee nor any Secured Creditor will be entitled, until the expiry of one year and one day after the Final Redemption Date, to petition or take any other step for the winding-up of the Issuer provided that the Security Trustee may prove or lodge a claim in the liquidation of the Issuer initiated by another party and provided further that the Security Trustee may take proceedings to obtain a declaration or similar judgment or order as to the obligations and liabilities of the Issuer.

The Note Trustee and the Security Trustee, as the case may be, in accordance with this Condition 11 (*Enforcement and non-petition*), will, except as otherwise directed in writing by the holders of at least 25% in aggregate Outstanding Note Principal Amount of the Most Senior Class of Notes (in relation to enforcement action only) or directed by the Most Senior Class of Notes acting by way of an Extraordinary Resolution at the relevant date, or in relation to the Security Trustee only in relation to amendments and waivers, except as otherwise directed by the Note Trustee, have absolute and uncontrolled discretion as to the exercise and non-exercise of all rights, powers, authorities or discretions conferred upon them by or under the Trust Deed, the Deed of Charge or any Transaction Document to which they are a party or conferred upon them by operation of law.

The provisions of this Condition 11 will survive the termination of these Conditions. In the case of discrepancy between this Condition 11 and any other provision, the provisions of this Condition 11 will prevail.

12. ***Meetings of Noteholders, amendments, waiver, substitution and exchange***

(a) **Meetings of Noteholders**

(i) The Trust Deed contains provisions for convening separate meetings of each of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class

F Noteholders, the Class X1 Noteholders, the Class X2 Noteholders and the Certificateholders to consider any matter affecting their interests, including the sanctioning by a resolution passed at a meeting convened and held in accordance with the Trust Deed by at least 75% of votes cast (an "**Extraordinary Resolution**") of a modification of these Conditions or the provisions of any of the Transaction Documents.

(ii) Subject as provided below, the quorum at any meeting of Noteholders of any Class of Notes for passing an Ordinary Resolution will be one or more persons holding or representing at least 20% of the Outstanding Note Principal Amount of the relevant Class of Notes then outstanding, or, at any adjourned meeting, one or more persons being or representing a Noteholder of the relevant Class, whatever the Outstanding Note Principal Amount of the Notes of such Class held or represented by it or them.

(iii) Subject as provided below, the quorum at any meeting of Noteholders of any Class of Notes for passing an Extraordinary Resolution will be one or more persons holding or representing at least 50% of the Outstanding Note Principal Amount of the relevant Class of Notes or, at any adjourned meeting, one or more persons being or representing a Noteholder of the relevant Class, whatever the Outstanding Note Principal Amount of the Notes of such Class held or represented by them.

(iv) The quorum at any meeting of Noteholders of any Class for passing an Extraordinary Resolution to:

(1) sanction a modification of the date of maturity of Notes;

(2) sanction a modification of the date of payment of principal or interest in respect of the Notes, or where applicable, of the method of calculating the date of payment of principal or interest in respect of the Notes, or of the method of calculating the date of payment in respect of the Residual Certificates;

(3) sanction a modification of the amount of principal or the rate of interest payable in respect of the Notes, or where applicable, of the method of calculating the amount payable of any principal or interest in respect of the Notes, or of the method of calculating the amounts payable in respect of the Residual Certificates (including, in relation to any Class of Notes or the Residual Certificates, if any such modification is proposed for any Class of Notes ranking senior to such Class or the Residual Certificates in the Priorities of Payments);

(4) alter the currency in which payments under the Notes or Residual Certificates are to be made;

(5) alter the quorum or majority required in relation to this exception;

(6) sanction any scheme or proposal for the sale, conversion or cancellation of the Notes or the Residual Certificates;

(7) alter any of the provisions contained in this exception; or

(8) any change to the definition of Basic Terms Modification,

(each, a "**Basic Terms Modification**") shall be one or more persons holding or representing at least 66⅔% of the Outstanding Note Principal Amount of the relevant Class of Notes or, at any adjourned meeting, one or more persons holding or representing at least 25% of the Outstanding Note Principal Amount of such Class. For the avoidance of doubt, a Benchmark Rate Modification shall not be a Basic Terms Modification.

(v) Subject to paragraph (vii) below and except in the case of an Extraordinary Resolution directing the Note Trustee to give a Note Acceleration Notice, as to which the provisions of Condition 10 (*Events of Default*) shall apply:

(1) (subject as provided in paragraph (3) below) an Extraordinary Resolution passed at any meeting of the Most Senior Class of Notes shall be binding on (A) all other Classes of Notes and (B) the Certificateholders, irrespective of the effect upon them;

(2) no Extraordinary Resolution of any Class of Noteholders or the Certificateholders (other than an Extraordinary Resolution referred to in paragraph (C) of this proviso) shall be effective for any purpose unless either (A) the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of any more senior ranking Classes of Noteholders, (B) it is sanctioned by an Extraordinary Resolution of each of the more senior ranking Classes of Noteholders or (C) none of the more senior ranking Classes of Notes remains outstanding; and

(3) no Extraordinary Resolution involving a Basic Terms Modification that is passed by the holders of one Class of Notes or the Certificateholders shall be effective unless it is sanctioned by an Extraordinary Resolution of the holders of the other Classes of Notes then outstanding and the Certificateholders.

(vi) Subject to paragraph (vii) below:

(1) an Ordinary Resolution passed at any meeting of a particular Class of Notes shall be binding on all Noteholders of such Class or Classes (irrespective of the effect upon them); and

(2) no Ordinary Resolution of any Class of Noteholders or the Certificateholders shall be effective for any purpose unless either (A) the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of any more senior ranking Classes of Noteholders or (B) it is sanctioned by an Ordinary Resolution of each of the more senior ranking Classes of Noteholders or (C) none of the more senior ranking Classes of Notes remains outstanding.

(vii) A resolution which in the opinion of the Note Trustee affects the interests of the holders of the Notes of only one Class or the Residual Certificates only, shall be deemed to have been duly passed if passed at a meeting (or by a separate resolution in writing) of the holders of that Class of Notes or of the Certificateholders.

(viii) The Class X1 Noteholders and the Class X2 Noteholders shall vote as separate Classes of Notes.

(b) Amendments and waiver

(i) The Note Trustee may, and may direct the Security Trustee to, without the consent or sanction of the Noteholders, the Certificateholders or the other Secured Creditors at any time and from time to time concur with the Issuer or any other person in making any modification:

(1) to these Conditions or any Transaction Document (excluding in relation to a Basic Terms Modification) which in the opinion of the Note Trustee will not be materially prejudicial to the interests of the Most Senior Class of Notes; or

(2) to these Conditions or any Transaction Document (including in relation to a Basic Terms Modification) if in the opinion of the Note Trustee such modification is of a formal, minor or technical nature or to correct a manifest error.

(ii) Notwithstanding the provisions of Condition 12(b)(i), the Note Trustee shall be obliged, and shall direct the Security Trustee, without any consent or sanction of the Noteholders, the Certificateholders or the other Secured Creditors, but subject to the receipt of written consent from each of the Secured Creditors party to the Transaction Document being modified, to concur with the Issuer in making any modification (other than in respect of a Basic Terms Modification) to these Conditions and/or any Transaction Document that the Issuer considers necessary or advisable or (in relation to paragraphs (1) and (2) below only) as proposed by the Cap Provider pursuant to Condition 12(b)(ii)(1)(B):

(1) 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:

(A) the Issuer certifies in writing to the Note Trustee and the Security 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; and

(B) in the case of any modification to a Transaction Document or these Conditions proposed by the Cap Provider 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):

(aa) the Cap Provider certifies in writing to the Issuer and the Note Trustee and the Security Trustee that such modification is necessary for the purposes described in paragraph (B)(x) and/or (y) above;

(bb) either:

(i) the Cap Provider obtains from each of the Rating Agencies a Rating Agency Confirmation and, if relevant, delivers a copy of each such confirmation to the Issuer and the Note Trustee and the Security Trustee; or

(ii) the Cap Provider certifies in writing to the Note Trustee and the Security 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, qualification or withdrawal or suspension of the then current ratings assigned to the Rated Notes by such Rating Agency or (y) such Rating Agency placing any such Notes on rating watch negative (or equivalent); and

(cc) the Cap Provider pays all costs and expenses (including legal fees) incurred by the Issuer, the Note Trustee and the Security Trustee in connection with such modification;

(2) in order to enable the Issuer and/or the Cap Provider to comply with any obligation which applies to it under EMIR, MIFID II / MiFIR or SFTR (as applicable), provided that the Issuer or the Cap Provider, as appropriate, certifies to the Note Trustee and the Security Trustee and the Cap Provider or the Issuer, as applicable, in writing that such modification is required solely for the purpose of enabling it to satisfy such obligation and has been drafted solely to such effect;

(3) for the purpose of complying with any obligation which applies to the Issuer or to the Seller under Article 6 of the Securitisation Regulation, or Section 15G of the Exchange Act, as added by section 941 of the Dodd-Frank Act, after the Closing Date, including as a result of the adoption of regulatory technical standards in relation to the Securitisation Regulation or any other risk retention legislation or regulations or official guidance in relation thereto or in relation to securitisation transactions, provided that the Issuer (or the Servicer on its behalf) certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(4) for the purpose of enabling the Notes to be (or to remain) listed on Euronext Dublin, provided that the Issuer certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(5) for the purposes of enabling the Issuer or any of the other Transaction Parties to comply with FATCA (or any voluntary agreement entered into with a taxing authority in relation thereto), provided that the Issuer or the relevant Transaction Party, as applicable, certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(6) for the purpose of enabling the Issuer to open any custody account for the receipt of any collateral posted by the Cap Provider under the Cap Agreement in the form of securities;

(7) in order to allow the Issuer to open additional accounts with an additional account bank or to move the Issuer Accounts to be held with an alternative account bank with the Required Ratings, provided that the Issuer has certified to the Note Trustee and the Security Trustee that (i) such action would not have an adverse effect on the then current ratings of the Most Senior Class of 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 Bank Account Agreement provided further that if the Issuer determines that it is not practicable to agree terms substantially similar to those set out in the Bank Account Agreement with such replacement financial institution or institutions and the Issuer certifies in writing to the Note Trustee and the Security 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 Note Trustee and the Security 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);

(8) for so long as the Class A Notes are intended to be held in a manner which will allow for Eurosystem eligibility, for the purpose of maintaining such eligibility, provided that the Issuer (or the Servicer on its behalf) certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(9) for the purpose of complying with any changes in the requirements of the Securitisation Regulation, including relating to the treatment of the Notes as a simple, transparent and standardised securitisation, and any related regulatory technical standards authorised under the Securitisation Regulation or regulations or official guidance in relation thereto, provided that the Issuer (or the Servicer on its behalf) certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect; and

(10) for the purpose of complying with any changes in the requirements of Regulation (EC) No 1060/2009 of the European Parliament on credit rating agencies (the "**CRA Regulation**"), as amended by Regulation (EU) No 513/2011 and by Regulation (EU) No 462/2013 after the Closing 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 Note Trustee and the Security Trustee certifying that such modification is required solely for such purpose and has been drafted solely to such effect,

(any such modification pursuant to Conditions 12(b)(ii)(1) to (10) (inclusive) above being a "**Modification**" and the certificate to be provided by the Issuer, the Cap Provider or the relevant Transaction Party, as the case may be, pursuant to Conditions 12(b)(ii)(1) to (10) (inclusive) above being a "**Modification Certificate**").

(iii) Notwithstanding the provisions of Conditions 12(b)(i) and 12(b)(ii) above, the Note Trustee shall be obliged, and shall direct the Security Trustee, without any consent or sanction of the Noteholders, the Certificateholders or the other Secured Creditors, but subject to the receipt of written consent from each of the Secured Creditors party to the Transaction Document being modified, to concur with the Issuer in making any modification to these Conditions, the Residual Certificate Conditions and/or any Transaction Document that the Issuer considers necessary or advisable for the purpose of changing the benchmark rate in respect of the Notes from SONIA (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 by this Condition 12(b)(iii) (for the avoidance of doubt, this may include changing the benchmark rate referred to in any interest rate hedging or cap agreement, for the purpose of aligning any such hedging or cap agreement with a proposed Benchmark Rate Modification pursuant to this Condition 12(b)(iii), or modifications to when the Interest Rate applicable to any Class of Notes is calculated and/or notified to Noteholders or other such consequential modifications) (a "**Benchmark Rate Modification**"), provided that the Servicer, on behalf of the Issuer, certifies to the Note Trustee and the Security Trustee in writing (such certificate, a "**Benchmark Rate Modification Certificate**") that:

(A) such Benchmark Rate Modification is being undertaken due to any one or more of the following:

(aa) 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 fallback methodology for calculating the Applicable

Benchmark Rate for a period of at least 30 calendar days; or

(bb) the insolvency or cessation of business of the administrator of the Applicable Benchmark Rate (in circumstances where no successor administrator has been appointed); or

(cc) a public statement by or the publication of information by or on behalf of the administrator of the Applicable Benchmark Rate announcing that it has ceased or will cease to provide the Applicable Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication there is no successor administrator that will continue to provide the Applicable Benchmark Rate) with effect from a date no later than six months after the proposed effective date of such Benchmark Rate Modification; or

(dd) a public statement or publication of information by the regulatory supervisor of the administrator of the Applicable Benchmark Rate, the Bank of England, the FCA or the PRA, an insolvency official with jurisdiction over the administrator of the Applicable Benchmark Rate, or a court or entity with similar jurisdiction or resolution authority over the administrator of the Applicable Benchmark Rate, which states that the administrator of the Applicable Benchmark Rate has ceased or will cease to provide the Applicable Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the Applicable Benchmark Rate with effect from a date no later than six months after the proposed effective date of such Benchmark Rate Modification; or

(ee) a public statement or publication of information by the regulatory supervisor of the administrator of the Applicable Benchmark Rate, the Bank of England, the FCA or the PRA that means the Applicable Benchmark Rate will be prohibited from being used or that its use is subject to restrictions or adverse consequences with effect from a date no later than six months after the proposed effective date of such Benchmark Rate Modification; or

(ff) 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 Prudential Regulation Authority 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; or

(gg) it having become unlawful and/or impossible and/or impracticable for the Interest Determination Agent or the Issuer to calculate any payments due to be made to any Noteholder using the Applicable Benchmark Rate; or

(hh) it being the reasonable expectation of the Issuer (or the Servicer on its behalf) that any of the events specified in sub-paragraphs (aa), (bb) or (gg) will occur or exist within six months of the proposed effective date of such Benchmark Rate Modification; or

(ii) the Issuer and the Cap Provider agree to apply an alternative fallback (and make alternative adjustments, amendments and payments) in respect of the transaction under the Cap Agreement following the occurrence of a Benchmark Trigger Event thereunder; or

(jj) an alternative manner of calculating the Applicable Benchmark Rate being introduced and becoming a standard means of calculating interest for similar transactions; or

(B) a Benchmark Rate Modification is being proposed pursuant to Condition 12(b)(vii);

(C) such Alternative Benchmark Rate is any one or more of the following:

(aa) 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 Prudential Regulation Authority, any regulator in the United Kingdom or the European Union, any stock exchange on which the Notes are listed 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); or

(bb) 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 in the six months prior to the proposed effective date of such Benchmark Rate Modification; or

(cc) a base rate utilised in a publicly listed new issuer of Sterling-denominated asset-backed floating rate notes where the originator of the relevant assets is Blue or an Affiliate thereof; or

(dd) such other benchmark rate as the Issuer (or the Servicer on its behalf) reasonably determines, provided that this option may only be used if the Issuer (or the Servicer on its behalf) certifies to the Note Trustee and the Security Trustee that, in the reasonable opinion of the Issuer (or the Servicer on its behalf), neither Condition 12(b)(iii)(C)(aa) nor Condition 12(b)(iii)(C)(bb) above is 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

(D) the same Alternative Benchmark Rate will be applied to all Classes of Notes issued in the same currency; and

(E) the details of and the rationale for any Note Rate Maintenance Adjustment proposed in accordance with Condition 12(b)(iv)(2)(E) are as set out in the Modification Noteholder Notice (as defined below); and

(F) 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 its behalf) necessary or advisable, and the modifications have been drafted solely to such effect; and

(G) the consent of each Secured 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 Note Trustee and the Security Trustee with the Benchmark Rate Modification Certificate) and no other consents are required to be obtained in relation to the Benchmark Rate Modification (for the avoidance of doubt, the consent of the Noteholders will not be required); and

(H) each of the Note Trustee, the Security Trustee, the Interest Determination Agent and the Cash Manager is satisfied that it has been, or will be, reimbursed in respect

of all fees, costs and expenses (including properly incurred legal fees) incurred by it in connection with the Benchmark Rate Modification,

provided that:

(I) the Benchmark Rate Modification Certificate shall be provided to the Note Trustee and the Security Trustee in draft form not less than five Business Days prior to the date on which the Modification Noteholder Notice (as defined below) is sent to Noteholders; and

(J) the Benchmark Rate Modification Certificate shall be provided to the Note Trustee and the Security Trustee in final form not less than two Business Days prior to the date on which the Benchmark Rate Modification takes effect; and

(K) a copy of the Modification Noteholder Notice (as defined below) provided to Noteholders pursuant to Condition 12(b)(iv)(2) shall be appended to the Benchmark Rate Modification Certificate.

(iv) In respect of any Benchmark Rate Modification under Condition 12(b)(iii) and any Modification under Condition 12(b)(ii) (other than in the case of a Modification pursuant to Conditions 12(b)(ii)(2), (3) and (5) above), it shall also be required that:

(1) other than in the case of a Modification pursuant to Condition 12(b)(ii)(1)(B) above, either:

(A) the Issuer (or the Servicer on its behalf) obtains from each of the Rating Agencies a Rating Agency Confirmation and, if relevant, it has provided a copy of any Rating Agency Confirmation to the Note Trustee and the Security Trustee with the Modification Certificate or the Benchmark Rate Modification Certificate (as applicable); or

(B) the Issuer certifies in the Modification Certificate or the Benchmark Rate Modification Certificate (as applicable) that it has given the Rating Agencies at least 10 Business Days' prior written notice of the proposed Modification or Benchmark Rate Modification and none of the Rating Agencies has indicated that such Modification or Benchmark Rate Modification would result in (x) a downgrade, qualification or, withdrawal or suspension of the then current ratings assigned to any Class of the Rated Notes by such Rating Agency or (y) such Rating Agency placing any such Notes on rating watch negative (or equivalent); and

(2) the Issuer has provided written notice of the proposed Modification or Benchmark Rate Modification to the Noteholders of each Class, at least 40 calendar days' prior to the date on which it is proposed that the Modification or Benchmark Rate Modification would take

effect, in accordance with Condition 15 (*Notices*) and by publication on Bloomberg on the "Company Filings" screen relating to the Notes (such notice, the "**Modification Noteholder Notice**") confirming the following:

(A) the period during which Noteholders of the Most Senior Class of Notes on the date specified to be the Modification Record Date, which shall be five Business Days from the date of the Modification Noteholder Notice (the "**Modification Record Date**"), may object to the proposed Modification or Benchmark Rate Modification (which notice period shall commence at least 40 calendar days prior to the date on which it is proposed that the Modification or Benchmark Rate Modification would take effect and continue for a period not less than 30 calendar days) and the method by which they may object; and

(B) the sub-paragraph(s) of Condition 12(b)(ii)(1) to (10) under which the Modification is being proposed or the sub-paragraph(s) of Condition 12(b)(iii)(A) under which the Benchmark Rate Modification is being proposed; and

(C) in the case of a Benchmark Rate Modification, which Alternative Benchmark Rate is proposed to be adopted pursuant to Condition 12(b)(iii)(C), and, where Condition 12(b)(iii)(C)(dd) is being applied, the rationale for choosing the proposed Alternative Benchmark Rate; and

(D) in the case of a Benchmark Rate Modification, details of any consequential modifications that the Issuer has agreed will be made to any hedging agreement to which it is a party for the purpose of aligning any such hedging agreement with the proposed Benchmark Rate Modification, if the proposed Benchmark Rate Modification takes effect. The Issuer shall use reasonable endeavours to agree modifications to each hedging agreement where commercially appropriate so that the Transaction is hedged following the Benchmark Rate Modification to a similar extent as prior to the Benchmark Rate Modification and that such modifications shall take effect no later than 30 calendar days from the date on which the Benchmark Rate Modification takes effect. If (i) no modifications are proposed to be made to hedging agreements; and/or (ii) modifications will be made to hedging agreements but will not result in the Transaction being similarly hedged; and/or (iii) modifications to any hedging agreement would take effect later than 30 calendar days from the date on which the Benchmark Rate Modification takes effect, the Issuer shall set out in the Modification Noteholder Notice the rationale for this; and

(E) in the case of a Benchmark Rate Modification, details of the adjustment which the Issuer proposes to make (if any) to the margin payable on each Class of Notes which are

the subject of the Benchmark Rate Modification in order to, so far as reasonably and commercially practicable, preserve what would have been the expected Interest Rate applicable to each such Class of Notes had no such Benchmark Rate Modification been effected (the "**Note Rate Maintenance Adjustment**"), provided that

(aa) in the event that the Bank of England, the Financial Conduct Authority or the Prudential Regulation Authority 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 has published, endorsed, approved or recognised a note rate maintenance adjustment mechanism which could be used in the context of a transition from the Applicable Benchmark Rate to the Alternative Benchmark Rate, then the Issuer shall propose that note rate maintenance adjustment mechanism as the Note Rate Maintenance Adjustment, or otherwise the Issuer shall set out in the Modification Noteholder Notice the rationale for concluding that this is not a commercial and reasonable approach in relation to the Notes and the proposed Benchmark Rate Modification; or

(bb) in the event that it has become generally accepted market practice in the publicly listed asset backed floating rate notes, Eurobond or swaps market to use a particular note rate maintenance adjustment mechanism in the context of a transition from the Applicable Benchmark Rate to the Alternative Benchmark Rate, then the Issuer shall propose that note rate maintenance adjustment mechanism as the Note Rate Maintenance Adjustment, or otherwise the Issuer shall set out in the Modification Noteholder Notice the rationale for concluding that this is not a commercial and reasonable approach in relation to the Notes and the proposed Benchmark Rate Modification; or

(cc) in the event that neither (aa) nor (bb) above apply, the Issuer shall use reasonable endeavours to propose an alternative Note Rate Maintenance Adjustment as reasonably determined by the Issuer (or the Servicer on its behalf) and shall set out the rationale for the proposal or otherwise the Issuer shall set out in the Modification Noteholder Notice the rationale for concluding that this is not a commercial and reasonable approach in relation to the Notes and the proposed Benchmark Rate Modification; and

(dd) if any Note Rate Maintenance Adjustment is proposed, the Note Rate Maintenance Adjustment applicable to each Class of Notes other than the Most Senior Class of Notes shall be at least equal to that applicable to the Most Senior Class of Notes. In circumstances where the Issuer proposes a lower Note Rate Maintenance Adjustment on any Class of Notes other than the Most Senior Class of Notes than that which is proposed for the Most Senior Class of Notes or another Class of Notes which ranks senior to the Class of Notes to which the lower Note Rate Maintenance Adjustment is proposed to be made, the Benchmark Rate Modification will not be made unless an Extraordinary Resolution is passed in favour of such modification in accordance with this Condition 12 (*Meetings of Noteholders, amendments, waiver, substitution and exchange*) by the Noteholders of each Class of Notes outstanding on the Modification Record Date to which the lower Note Rate Maintenance Adjustment is proposed to be made; and

(ee) for the avoidance of doubt, the Note Rate Maintenance Adjustment may effect an increase or a decrease to the margin or may be set at zero; and

(F) details of (i) other amendments which the Issuer proposes to make (if any) to these Conditions or any other Transaction Document and (ii) any new, supplemental or additional documents into which the Issuer proposes to enter to facilitate the changes envisaged pursuant to this Condition 12(b)(ii);

(3) Noteholders holding or representing at least 10% of the Outstanding Note Principal Amount of the Most Senior Class of Notes outstanding (or, if the Notes have been redeemed in full, Certificateholders holding at least 10% in number of the Residual Certificates in issue) on the Modification Record Date have not contacted the Issuer or the Note Trustee in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes or Residual Certificates may be held) within such notification period notifying the Issuer or the Note Trustee that such Noteholders (or Certificateholders, as the case may be) do not consent to the Modification or Benchmark Rate Modification.

If Noteholders representing at least 10% of the Outstanding Note Principal Amount of the Most Senior Class of Notes outstanding (or, if the Notes have been redeemed in full, Certificateholders holding at least 10% in number of the Residual Certificates then in issue) on the Modification Record Date have notified the Issuer or the Note Trustee in writing (or otherwise in accordance with the

then current practice of any applicable clearing system through which such Notes or Residual Certificates may be held) within the notification period referred to above that they do not consent to the Modification or Benchmark Rate Modification, then such Modification or Benchmark Rate Modification will not be made unless an Extraordinary Resolution of the holders of the Most Senior Class of Notes outstanding on the Modification Record Date is passed in favour of such Modification or Benchmark Rate Modification in accordance with Schedule 4 (*Provisions for Meetings of the Noteholders and the Certificateholders*) to the Trust Deed, provided that (A) in circumstances where the Issuer proposes a lower Note Rate Maintenance Adjustment on any Class of Notes other than the Most Senior Class than that which is proposed for the Most Senior Class of Notes or another Class of Notes which ranks senior to the Class of Notes to which the lower Note Rate Maintenance Adjustment is proposed to be made, such Extraordinary Resolution shall be passed by the holders of the Most Senior Class of Notes then outstanding and by and by the holders of each Class of Notes then outstanding to which the lower Note Rate Maintenance Adjustment is proposed to be made, and (B) in other circumstances, such Extraordinary Resolution shall be passed by holders of the Most Senior Class of Notes then outstanding.

Objections made in writing other than through the applicable clearing system must be accompanied by evidence to the Note Trustee's satisfaction (having regard to prevailing market practices) of the relevant Noteholder's holding of the Notes (or Certificateholder's holding of the Residual Certificates, as the case may be) on the Modification Record Date.

(v) Other than where specifically provided in Condition 12(b)(ii) or 12(b)(iii) or any Transaction Document:

(1) when implementing any Modification or Benchmark Rate Modification pursuant to Condition 12(b)(ii) or 12(b)(iii):

(A) (save, in respect of Modifications pursuant to Condition 12(b)(ii) only, to the extent the Note Trustee considers that the proposed Modification would constitute a Basic Terms Modification), the Note Trustee shall not consider the interests of the Noteholders, any other Secured Creditor or any other person and shall act and rely solely and without investigation or liability on any Modification Certificate or Benchmark Rate Modification Certificate (or other certificate or evidence provided to it by the Issuer (or the Servicer on its behalf) or the relevant Transaction Party, as the case may be, pursuant to Condition 12(b)(ii) or 12(b)(iii)) and shall not be liable to the Noteholders, any other Secured Creditor or any other person for so acting or relying, irrespective of whether any such Modification or Benchmark Rate Modification is or may be materially prejudicial to the interests of any such person; and

(B) neither the Note Trustee nor the Security Trustee shall be obliged to agree to any Modification or Benchmark Rate Modification which, in its sole opinion would have the effect of (i) exposing it to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) increasing its obligations or duties, or decreasing its rights, powers, authorisations, discretions, indemnification or protections, in the Transaction Documents and/or these Conditions.

(vi) Any Modification or Benchmark Rate Modification shall be binding on all Noteholders and Certificateholders and shall be notified by the Issuer as soon as reasonably practicable to:

(1) so long as any of the Notes rated by the Rating Agencies remains outstanding, each Rating Agency; and

(2) the Secured Creditors; and

(3) the Noteholders in accordance with Condition 15 (*Notices*).

(vii) 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 Condition 12(b)(iii).

(viii) The Note Trustee may, and may direct the Security Trustee to, without the consent or sanction of the Noteholders, the Certificateholders or the other Secured Creditors and without prejudice to its rights in respect of any subsequent breach or Event of Default or Potential Event of Default, at any time and from time to time but only if and in so far as in its opinion the interests of the Most Senior Class of Notes shall not be materially prejudiced thereby, waive or authorise any breach or proposed breach by the Issuer or any other person of any of the covenants or provisions contained in these Conditions, the Residual Certificate Conditions or any other Transaction Document or determine that any Event of Default or Potential Event of Default shall not be treated as such for the purposes of these Conditions.

(c) **Additional Modifications**

(i) Notwithstanding Condition 12(b) (*Amendments and waiver*) above, the Issuer may modify the terms of the Collection Account Declarations of Trust without the consent of the Note Trustee provided that such modification is made in accordance with the terms of the relevant Collection Account Declaration of Trust and does not adversely affect the rights or obligations of the Issuer thereunder (for the avoidance of doubt, and without limitation, a modification to a Collection Account Declaration of Trust will adversely affect the rights or obligations of the Issuer if it has the effect of reducing any amount held on trust for the Issuer or which the Issuer is entitled to receive under that Collection Account Declaration of Trust). Condition 12(b)(iv) above shall not apply to a modification made to

a Collection Account Declaration of Trust in accordance with the terms of this Condition 12(c)(i).

(ii) In connection with any substitution of principal debtor referred to in Condition 5(b) (*Redemption for taxation reasons*), the Note Trustee may also agree, without the consent of the Noteholders or the other Secured Creditors, to a change in the laws governing these Conditions and/or any of the Transaction Documents, provided that such change would not, in the opinion of the Note Trustee, be materially prejudicial to the interests of the Noteholders.

(d) **Substitution and exchange**

(i) Subject to the more detailed provisions of the Trust Deed and subject to such amendment of the Trust Deed, the Deed of Charge and any other Transaction Documents and such other conditions as the Note Trustee may require, including as to satisfaction that the interests of the Noteholders will not be materially prejudiced by the substitution or exchange and as to the transfer of the Security, but without the consent of the Noteholders or any of the Secured Creditors, the Note Trustee may agree to (i) the substitution of any other company or other entity in place of the Issuer as principal debtor under the Trust Deed, the Notes and the Residual Certificates and replacement for it under the Deed of Charge and any other Transaction Documents, provided that the Rating Agencies confirm that such substitution will not adversely affect the then current rating of each Class of Rated Notes, or (ii) the exchange of the Notes and the Residual Certificates, in whole but not in part only, for other securities or instruments having substantially the same rights and benefits as the Notes and the Residual Certificates, provided that the then current rating of each Class of Rated Notes by the Rating Agencies is attributed to any such new securities or instruments. Such substitution or exchange will be subject to the relevant provisions of the Trust Deed and the other Transaction Documents and to such amendments of the Trust Deed and the other Transaction Documents as the Note Trustee may deem appropriate. Under the Trust Deed, the Issuer is required to use its best efforts to cause the substitution as principal debtor under the Trust Deed, the Notes and the Residual Certificates and replacement for it under the Deed of Charge and any other Transaction Documents by a company or other entity incorporated in some other jurisdiction (approved by the Note Trustee) if the Issuer becomes subject to any form of tax on its income or payments on the Notes. Any such substitution will be binding on the Noteholders.

(ii) The Note Trustee may, without the consent of the Noteholders or any of the other Secured Creditors, agree to a change in the place of residence of the Issuer for taxation purposes provided (i) the Issuer does all such things as the Note Trustee may require in order that such change is fully effective and complies with such other requirements in the interests of the Noteholders as it may request and (ii) the Issuer provides the Note Trustee with an opinion of counsel satisfactory to the Note Trustee to the effect that the change of residency of the Issuer will not cause any withholding or deduction to be made on payments on the Notes or the Residual Certificates.

(e) **Entitlement of the Note Trustee**

Where, in connection with the exercise of its powers, trusts, authorities or discretions (including, without limitation those with respect to any proposed amendment, waiver, authorisation or substitution) in relation to these Conditions or any other Transaction Document, the Note Trustee is required to take into account the interests of the Noteholders as a Class it will have regard to general interests of such Class and, without prejudice to the generality of the foregoing, will not take into account the consequences of such exercise for individual Noteholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Note Trustee will not be entitled to require, nor will any Noteholders be entitled to claim, from the Issuer or any other person any indemnification or payment for any tax consequence of any exercise for individual Noteholders.

13. ***Indemnification of the Note Trustee and the Security Trustee***

The Trust Deed, the Deed of Charge and certain other of the Transaction Documents contain provisions for the indemnification of the Note Trustee and the Security Trustee and for their relief from responsibility including for the exercise of any rights under the Trust Deed and the other Transaction Documents (including, but without limitation, with respect to the Security), for the sufficiency and enforceability of the Trust Deed and the other Transaction Documents (which the Note Trustee has not investigated) and the validity, sufficiency and enforceability of the Deed of Charge and for taking proceedings to enforce payment unless, in each case, indemnified and/or secured and/or prefunded to its satisfaction. The Note Trustee and the Security Trustee and any of their affiliates are entitled to enter into business transactions with the Issuer, any subsidiary or other affiliate of the Issuer or any other party to the Transaction Documents or any obligor with respect to any of the Security or any of their subsidiary, holding or associated companies and to act as Trustee or Security Trustee for the holders of any securities issued by any of them without, in any such case, accounting to the Noteholders for any profit resulting therefrom.

The Note Trustee and the Security Trustee are exempted from liability with respect to any loss or theft or reduction in value of the Security and from any obligation to insure or to cause the insuring of the Security.

The Trust Deed and the Deed of Charge provide that the Note Trustee or the Security Trustee will be obliged to take action on behalf of the Noteholders and the Secured Creditors in certain circumstances, provided always that the Note Trustee and/or the Security Trustee (as the case may be) is indemnified and/or secured and/or prefunded to its satisfaction. Further, the Note Trustee will not be obliged to act on behalf of the Noteholders or any other Secured Creditors where it would not have the power to do so by virtue of any applicable law or where such action would be illegal in any applicable jurisdiction.

14. ***Replacement of Notes***

If a Note is lost, stolen, mutilated, defaced or destroyed it may be replaced, subject to applicable laws and regulations, at the specified office of the Registrar on payment by the claimant of the taxes, fees and costs properly incurred in connection with such replacement and on such terms as to evidence, security and indemnity as the Issuer, the Note Trustee, the Registrar or the Paying Agent may require and otherwise as the Issuer may require. Mutilated or defaced Notes must be surrendered before replacements will be issued.

15. ***Notices***

All notices to the Noteholders hereunder, and in particular the notifications mentioned in Condition 10 (*Events of Default*), shall be delivered to Euroclear and Clearstream, Luxembourg for communication by it to the Noteholders. Any such notice shall be deemed to have been given to all Noteholders on the date on which such notice was delivered to Euroclear and Clearstream, Luxembourg and (so long as the relevant Notes are admitted to trading and listed on the official list of Euronext Dublin), any notice shall also be published in accordance with the relevant guidelines of Euronext Dublin by a notification in writing to the Company Announcement Office of Euronext Dublin.

Any notice to the Noteholders will be validly given if transmitted individually to the address set out in the Register for such Noteholder. While 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, the Class X1 Notes and the Class X2 Notes are represented by a Global Note, such notice may be given by any Holder of a Class A Note, Class B Note, Class C Note, Class D Note, Class E Note, Class F Note, Class X1 Note and Class X2 Note to the Registrar through Clearstream, Luxembourg and/or Euroclear, as the case may be, in such manner as the Registrar and Clearstream, Luxembourg and/or Euroclear, as the case may be, may approve for this purpose.

16. ***Governing law and jurisdiction***

(a) The Notes and all non-contractual obligations arising out of or in connection with the Notes are governed by, and will be construed in accordance with, English law.

(b) The courts of England will have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Notes (including a dispute relating to the existence, validity or termination of the Notes or any non-contractual obligation arising out of or in connection with the Notes) and any legal action or proceedings arising out of or in connection with such disputes may be brought in such courts. The Issuer irrevocably submits to the exclusive jurisdiction of such courts and waives any objections to proceedings in such courts on the ground of venue or on the ground that they have been brought in an inconvenient forum. This submission is for the benefit of the Security Trustee and will not limit the right of the Security Trustee to take legal action or proceedings in any other court of competent jurisdiction nor will the taking of such proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not).

17. ***Rights of third parties***

No person will have any right to enforce any term or condition of the Notes by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

CONDITIONS OF THE RESIDUAL CERTIFICATES

The following is the text of the terms and conditions which, subject to completion and amendment, will be applicable to any Residual Certificates represented by the Global Residual Certificate in global form and the Residual Certificates in definitive form issued in exchange for the Residual Certificate in global form and which will be endorsed on such residual certificates.

The 100,000 residual certificates (the "**Residual Certificates**") are constituted by a trust deed (the "**Trust Deed**") dated on or about 28 July 2020 (the "**Closing Date**") between Azure Finance No.2 plc (the "**Issuer**") and Citicorp Trustee Company Limited (the "**Note Trustee**", which expression will include all persons for the time being the trustee or trustees under the Trust Deed) as trustee for, *inter alios*, the Certificateholders (as defined in Residual Certificate Condition 1 (*Form and title*)).

The Residual Certificates are secured pursuant to and on the terms set out in a deed of charge (the "**Deed of Charge**") dated on or about the Closing Date between the Issuer and Citicorp Trustee Company Limited (in this capacity, the "**Security Trustee**", which expression includes its permitted successors and assigns) on certain assets of the Issuer including, without limitation, the Issuer's rights, title, interest and benefit, present and future, in, under and to all its assets including the Issuer's rights, title, interest and benefit, present and future, in, under and to certain of the Transaction Documents (as defined below) which include an agency agreement (the "**Agency Agreement**") dated on or about the Closing Date between the Issuer, the Note Trustee, the Security Trustee, Citibank, N.A., London Branch as paying agent (in such capacity, the "**Paying Agent**", which expression includes its permitted successors and assigns), Citibank, N.A., London Branch as registrar (the "**Registrar**", which expression includes its permitted successors and assigns) and Citibank, N.A., London Branch as interest determination agent (the "**Interest Determination Agent**", which expression includes its permitted successors and assigns).

The security created under the Deed of Charge, and all further security created under such document, are together referred to as the "**Security**".

The Trust Deed, the Deed of Charge (and any document entered into pursuant thereto, including the Scottish Supplemental Charge and the Issuer Power of Attorney), the corporate services agreement dated on or about the Closing Date between, *inter alios*, the Issuer, Holdings and Intertrust Management Limited as corporate services provider (the "**Corporate Services Provider**", which expression includes its permitted successors and assigns) (the "**Corporate Services Agreement**"), a 1992 ISDA master agreement, the schedule thereto and the credit support annex thereunder (the "**Credit Support Annex**") each dated on or about 23 July 2020 and the interest rate cap confirmation between Barclays Bank PLC as cap provider (the "**Cap Provider**", which expression includes its permitted successors and assigns) and the Issuer (together, the "**Cap Agreement**"), the Agency Agreement, the Receivables Sale and Purchase Agreement (as defined below) (and the power of attorney granted in favour of the Issuer pursuant to the Receivables Sale and Purchase Agreement), the Servicing Agreement (as defined below), the Bank Account Agreement dated on or about the Closing Date between the Issuer, the Security Trustee and Citibank, N.A., London Branch as Account Bank (the "**Account Bank**", which expressions include its permitted successors and assigns) (the "**Bank Account Agreement**"), the cash management agreement dated on or about the Closing Date between, *inter alios*, the Issuer and Citibank, N.A., London Branch, as cash manager (the "**Cash Manager**") (the "**Cash Management Agreement**"), the standby servicer agreement dated on or about the Closing Date between, *inter alios*, the Issuer, the Standby Servicer and the Servicer (the "**Standby Servicer Agreement**"), the declaration of trust dated on or about the Closing Date granted by the Seller in favour of the Issuer in respect of the Vehicles relating to the Purchased Receivables and any Vehicle Sale Proceeds relative thereto (the "**Vehicle Declaration of Trust**") and the master definitions schedule dated on or about the Closing Date between, *inter alios*, the

Issuer, the Seller, the Note Trustee and the Security Trustee (the "**Master Definitions Schedule**") are, together with the Netting Letter, the Global Notes, the Global Residual Certificate, the Collection Account Declarations of Trust, the Issuer ICSDs Agreement, the Conditions and these Residual Certificate Conditions (each as defined below), referred to as the "**Transaction Documents**". References to each of the Transaction Documents are to it as from time to time modified in accordance with its provisions and any deed or other document expressed to be supplemental to it, as from time to time so modified.

Statements in these terms and conditions (the "**Residual Certificate Conditions**") are subject to the detailed provisions of the Trust Deed, the Deed of Charge, the Agency Agreement and the other Transaction Documents, copies of which are available for inspection at the specified office for the time being of the Paying Agent. The holders of the Residual Certificates are entitled to the benefit of, are bound by and are deemed to have notice of all the provisions contained in the Trust Deed, the Deed of Charge, and those applicable to them in the Agency Agreement and the other Transaction Documents.

References to "Residual Certificate Conditions" are, unless the context otherwise requires, to the numbered paragraphs of these Residual Certificate Conditions. Words and expressions used in these Residual Certificate Conditions without definitions will have the meanings given to them in the Master Definitions Schedule.

The issue of the Notes and the Residual Certificates was authorised by a resolution of the board of directors of the Issuer passed on 23 July 2020.

1. ***Form and title***

(a) The Residual Certificates are issued in registered global form.

(b) The Residual Certificates which are offered and sold outside the United States to non-U.S. persons in reliance on Regulation S will be represented by beneficial interests in the Global Residual Certificate.

(c) The Issuer will cause to be kept at the specified office of the Registrar a register (the "**Register**") on which will be entered the names and addresses of the Certificateholders and the particulars of such Residual Certificates held by them and all transfers, advances, payments cancellations and replacements of such Residual Certificates. In these Residual Certificate Conditions, "**Residual Certificates**" means, with respect to any Residual Certificate, the Global Residual Certificate or a Definitive Residual Certificate, as the case may be and "**Certificateholder**" means the holder of a Residual Certificate.

(d) Except as ordered by a court of competent jurisdiction or as required by law, the Issuer, the Note Trustee, the Security Trustee, the Registrar and the Paying Agent (notwithstanding any notice to the contrary and whether or not it is overdue and notwithstanding any notation of ownership or writing on any Residual Certificate or notice of any previous loss or theft of any Residual Certificate) may (i) for the purpose of making payment on or on account of any Residual Certificate deem and treat the person (or, in the case of a joint holding, the first named person) in whose name any Global Residual Certificate or Definitive Residual Certificate is registered at that time in the Register (which will be conclusive evidence of such holding in the absence of manifest error, fraud or wilful default) as the absolute owner of such Residual Certificate and all rights under such Residual Certificate free from all encumbrances, and will not be required to obtain further proof of such ownership or as to the identity of the registered holder of any Global Residual Certificate or Definitive Residual Certificate and (ii) for all other purposes deem

and treat the person in whose name any Global Residual Certificate or Definitive Residual Certificate is registered at the relevant time in the Register as the absolute owner of and of all rights under such Residual Certificate free from all encumbrances and will not be required to obtain further proof of such ownership or as to the identity of the registered holder of any Global Residual Certificate or Definitive Residual Certificate. Notwithstanding the above, so long as any of the Residual Certificates are represented by the Global Residual Certificate, the term "**Certificateholders**" will include the persons then set out in the records of Euroclear and/or Clearstream, Luxembourg, as the holders of a particular number of Residual Certificates for all purposes other than in respect of payments on the Residual Certificates, the right to which will be vested as against the Issuer solely in the holder of the Global Residual Certificate in accordance with and subject to its terms.

(e) A Residual Certificate is not transferable except in accordance with the restrictions described in these Residual Certificate Conditions and in the Trust Deed and the Agency Agreement. Any sale or transfer in violation of the foregoing will be of no force and effect, will be void *ab initio*, and will not operate to transfer any rights to the transferee, notwithstanding any instructions to the contrary given by the Issuer, the Note Trustee or any intermediary. Each transferor of a Residual Certificate agrees to provide notice of the transfer restrictions set out in these Residual Certificate Conditions and in the Trust Deed to the transferee.

(f) No transfer of Residual Certificates will be valid unless entered on the Register and no transfer of Residual Certificates will be registered for a period of two Business Days immediately preceding each Interest Payment Date of any of the relevant Residual Certificates.

(g) Residual Certificates which are represented by the Global Residual Certificate will be transferable only in accordance with the rules and procedure for the time being of Clearstream, Luxembourg and Euroclear, as the case may be.

2. ***Status and Security***

(a) **Status**

The Residual Certificates constitute secured, limited recourse obligations of the Issuer, ranking *pro rata* and *pari passu* without any preference among themselves. Residual Certificate Payments will be made subject to and in accordance with the Pre-Acceleration Priority of Payments or the Post-Acceleration Priority of Payments, as applicable.

(b) **Security**

As security for the Secured Obligations, the Issuer has entered into the Deed of Charge as described above creating the Security as described above in favour of the Security Trustee for itself and on trust for the Secured Creditors.

(c) **Application of proceeds**

The Issuer will use the net proceeds of the issue of the Notes and the Residual Certificates to finance the purchase from Blue (the "**Seller**"), of a portfolio of Receivables and their Ancillary Rights pursuant to an agreement dated on or about the Closing Date between the Seller, the Issuer, the Security Trustee and the Note Trustee (the "**Receivables Sale and Purchase Agreement**"). The Seller

will continue to administer and collect the Purchased Receivables as agent for the Issuer in its capacity as servicer ("**Servicer**", which expression includes its permitted successors and assigns) under a Servicing Agreement dated on or about the Closing Date between the Servicer, the Issuer, the Note Trustee and the Security Trustee (the "**Servicing Agreement**").

(d) **Pre-Acceleration Revenue Priority of Payments**

On each Interest Payment Date falling prior to the service of a Note Acceleration Notice on the Issuer by the Note Trustee, the Issuer will distribute the Available Revenue Receipts (other than the amounts referred to in paragraph (g) of that definition) on each Interest Payment Date in accordance with the following Pre-Acceleration Revenue Priority of Payments (in each case only if and to the extent that payments or provisions of higher priority have been paid in full):

(a) first, for the Issuer to retain as profit the Issuer Profit Amount on the Issuer Profit Ledger from which the Issuer will discharge its corporate income or corporation tax liability (if any);

(b) then, *pro rata* and *pari passu*, to pay all amounts due under the Transaction Documents to the Security Trustee and any Receiver or to the Note Trustee on account of their fees and expenses (including any legal fees and expenses), claims, costs, liabilities or any indemnity payments together with any amount in respect of VAT (if any) on those amounts as provided for under the Transaction Documents;

(c) then, *pro rata* and *pari passu*, to pay:

(i) the Senior Expenses then due or overdue by the Issuer (excluding any amounts paid under item (b) above);

(ii) any amount due from the Issuer to the Securitisation Repository and the Rating Agencies as surveillance or monitoring fees or to the Irish Listing Agent or Euronext Dublin as fees and expenses in connection with the maintenance of the listing of the Notes, together with any amount in respect of VAT (if any) on those amounts as provided for under the Transaction Documents;

(iii) any fees, costs, taxes, expenses, indemnity payments and other amounts properly due and payable to the directors of the Issuer (properly incurred with respect to their duties), legal advisers, tax advisers or auditors of the Issuer, and any other amounts due and payable by the Issuer to third parties in connection with the Issuer's ownership of the Purchased Receivables, the Notes, the establishment, liquidation and/or dissolution of the Issuer, or any annual return, filing, registration and registered office or other company, licence or statutory fees in England (excluding any amounts expressly payable as Senior Expenses); and

(iv) any amounts due and payable by the Issuer to the Cap Provider as Interest Amounts (as defined in the Cap Agreement) not otherwise discharged by the Issuer on such Interest Payment Date;

(d) then, *pro rata* and *pari passu*, to pay the Class A Noteholders any due and payable Class A Interest Amount on the Class A Notes and any Class A Interest Shortfall;

(e) then, to the Reserve Fund Ledger (Class A) in an amount up to the amount required to make the balance of the Reserve Fund Ledger (Class A) equal to the Reserve Fund Required Amount (Class A) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (e));

(f) then, an amount sufficient to eliminate any debit on the Principal Deficiency Sub-ledger (Class A) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (f));

(g) then, *pro rata* and *pari passu*, to pay the Class B Noteholders any due and payable Class B Interest Amount on the Class B Notes and any Class B Interest Shortfall;

(h) then, to the Reserve Fund Ledger (Class B) in an amount up to the amount required to make the balance of the Reserve Fund Ledger (Class B) equal to the Reserve Fund Required Amount (Class B) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (h));

(i) then, an amount sufficient to eliminate any debit on the Principal Deficiency Sub-ledger (Class B) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (i));

(j) then, *pro rata* and *pari passu*, to pay the Class C Noteholders any due and payable Class C Interest Amount on the Class C Notes and any Class C Interest Shortfall;

(k) then, to the Reserve Fund Ledger (Class C) in an amount up to the amount required to make the balance of the Reserve Fund Ledger (Class C) equal to the Reserve Fund Required Amount (Class C) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (k));

(l) then, an amount sufficient to eliminate any debit on the Principal Deficiency Sub-ledger (Class C) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (l));

(m) then, *pro rata* and *pari passu*, to pay the Class D Noteholders any due and payable Class D Interest Amount on the Class D Notes and any Class D Interest Shortfall;

(n) then, to the Reserve Fund Ledger (Class D) in an amount up to the amount required to make the balance of the Reserve Fund Ledger (Class D) equal to the Reserve Fund Required Amount (Class D) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (n));

(o) then, an amount sufficient to eliminate any debit on the Principal Deficiency Sub-ledger (Class D) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (o));

(p) then, *pro rata* and *pari passu*, to pay the Class E Noteholders any due and payable Class E Interest Amount on the Class E Notes and any Class E Interest Shortfall;

(q) then, to the Reserve Fund Ledger (Class E) in an amount up to the amount required to make the balance of the Reserve Fund Ledger (Class E) equal to the Reserve Fund Required Amount (Class E) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (q));

(r) then, an amount sufficient to eliminate any debit on the Principal Deficiency Sub-ledger (Class E) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (r));

(s) then, pro rata and pari passu, to pay the Class F Noteholders any due and payable Class F Interest Amount on the Class F Notes and any Class F Interest Shortfall;

(t) then, to the Reserve Fund Ledger (Class F) in an amount up to the amount required to make the balance of the Reserve Fund Ledger (Class F) equal to the Reserve Fund Required Amount (Class F) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (t));

(u) then, an amount sufficient to eliminate any debit on the Principal Deficiency Sub-ledger (Class F) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (u));

(v) then, *pro rata* and *pari passu*, to pay the Class X1 Noteholders any due and payable Class X1 Interest Amount on the Class X1 Notes and any Class X1 Interest Shortfall;

(w) then, *pro rata* and *pari passu*, to pay the Class X1 Noteholders, in accordance with the respective amounts thereof, principal on the Class X1 Notes until the Class X1 Notes are redeemed in full;

(x) then, pro rata and pari passu, to pay the Class X2 Noteholders any due and payable Class X2 Interest Amount on the Class X2 Notes and any Class X2 Interest Shortfall;

(y) then, pro rata and pari passu, to pay the Class X2 Noteholders, in accordance with the respective amounts thereof, principal on the Class X2 Notes until the Class X2 Notes are redeemed in full;

(z) then, to pay any indemnity payments to any party under the Transaction Documents not otherwise payable above; and

(aa) then, *pro rata* and *pari passu*, to pay all remaining amounts to the Certificateholders as the Residual Certificate Payments.

On each Interest Payment Date falling prior to the earlier of (i) the service of a Note Acceleration Notice on the Issuer by the Note Trustee, (ii) the date on which the Aggregate Outstanding Principal Balance is zero and (iii) the Legal Maturity Date, if the Cash Manager determines that there will be an Interest Collection Shortfall following the application of the Available Revenue Receipts (other than amounts referred to in paragraph (g) of that definition) on such Interest Payment Date the Issuer shall apply the Reserve Fund Release Amount (as described in paragraph (g) of the definition of "Available Revenue Receipts") in the following order:

(i) first, to pay any amounts remaining due and payable under items (a) to (d) (inclusive) above in each case only if and to the extent that payments or provisions of higher priority have been paid in full up to the balance standing to the credit of the Reserve Fund Ledger (Class A);

(ii) second, to pay any amounts remaining due and payable under items (a) to (c) (inclusive) and (g) above up to the balance standing to the credit of the Reserve Fund Ledger (Class B);

(iii) third, to pay any amounts remaining due and payable under items (a) to (c) (inclusive) and (j) above up to the balance standing to the credit of the Reserve Fund Ledger (Class C);

(iv) fourth, to pay any amounts remaining due and payable under items (a) to (c) (inclusive) and (m) above up to the balance standing to the credit of the Reserve Fund Ledger (Class D);

(v) fifth, to pay any amounts remaining due and payable under items (a) to (c) (inclusive) and (p) above up to the balance standing to the credit of the Reserve Fund Ledger (Class E); and

(vi) sixth, to pay any amounts remaining due and payable under items (a) to (c) (inclusive) and (s) above up to the balance standing to the credit of the Reserve Fund Ledger (Class F).

The Reserve Fund Release Amount shall only be applied in meeting such Interest Collection Shortfall against the relevant items referred to in items (i) to (vi) above.

(e) **Enforcement of the Security**

Following the occurrence of an Event of Default and the service of a Note Acceleration Notice in accordance with Residual Certificate Condition 8 (*Events of Default*) below the Security will become enforceable and the Note Trustee may at its discretion direct the Security Trustee to take action to enforce the Security, and, following redemption of the Notes in full, will direct the Security Trustee to take such action to enforce the Security as directed by the holders of at least 25% in number of the Residual Certificates then in issue or if so directed by an Extraordinary Resolution of the Certificateholders, subject in each case to the Note Trustee having been indemnified and/or secured and/or pre-funded to its satisfaction.

The Note Trustee may at any time, at its discretion (and will do so if it has been directed to do so by the holders of at least 25% in number of the Residual Certificates then in issue or if so directed by an Extraordinary Resolution of the Certificateholders), subject in each case to the Note Trustee having been

indemnified and/or secured and/or pre-funded to its satisfaction, and without notice and in such manner as it deems appropriate:

(i) take such proceedings and/or other steps as it may deem appropriate against or with respect to the Issuer or any other person to enforce its obligations under the Trust Deed, the Transaction Documents or these Residual Certificate Conditions and/or take any other proceedings (including lodging an appeal in any proceedings) with respect to or concerning the Issuer; and/or

(ii) exercise any of its rights under, or in connection with, the Trust Deed or any other Transaction Document; and/or

(iii) give any directions to the Security Trustee under or in connection with any Transaction Document.

To the extent that the Note Trustee acts in accordance with such directions of the Certificateholders, as described above, it will have no obligation to take the interests of any other party into account or to follow any direction given by any other party.

(f) **Post-Acceleration Priority of Payments**

The Deed of Charge sets out the priority of distribution by the Security Trustee, following the service of a Note Acceleration Notice on the Issuer (known as the "**Post-Acceleration Priority of Payments**"), of amounts received or recovered by the Security Trustee (or a receiver appointed on its behalf).

The Security Trustee will apply amounts (other than amounts representing any Excess Cap Collateral and Cap Tax Credits which shall be returned directly to the Cap Provider (and for the avoidance of doubt, such payment shall be without regard to the relevant Priority of Payments)) received or recovered following the service of a Note Acceleration Notice on the Issuer in the following order of priority (in each case only if and to the extent that payments or provisions of higher priority have been paid in full):

(a) first, *pro rata* and *pari passu*, to pay all amounts due under the Transaction Documents to the Security Trustee and any Receiver or to the Note Trustee on account of their fees and expenses (including any legal fees and expenses), claims, costs, liabilities or any indemnity payments together with any amount in respect of VAT (if any) on those amounts as provided for under the Transaction Documents;

(b) then, *pro rata* and *pari passu*, to pay the Senior Expenses then due or overdue by the Issuer (excluding any amounts paid under item (a) above);

(c) then, *pro rata* and *pari passu*, to pay the Class A Noteholders amounts in respect of interest and principal due and payable on the Class A Notes until the Class A Notes are redeemed in full;

(d) then, *pro rata* and *pari passu*, to pay the Class B Noteholders amounts in respect of interest and principal due and payable on the Class B Notes until the Class B Notes are redeemed in full;

(e) then, *pro rata* and *pari passu*, to pay the Class C Noteholders amounts in respect of interest and principal due and payable on the Class C Notes until the Class C Notes are redeemed in full;

(f) then, *pro rata* and *pari passu*, to pay the Class D Noteholders amounts in respect of interest and principal due and payable on the Class D Notes until the Class D Notes are redeemed in full;

(g) then, *pro rata* and *pari passu*, to pay the Class E Noteholders amounts in respect of interest and principal due and payable on the Class E Notes until the Class E Notes are redeemed in full;

(h) then, *pro rata* and *pari passu*, to pay the Class F Noteholders amounts in respect of interest and principal due and payable on the Class F Notes until the Class F Notes are redeemed in full;

(i) then, *pro rata* and *pari passu*, to pay the Class X1 Noteholders amounts in respect of interest and principal due and payable on the Class X1 Notes until the Class X1 Notes are redeemed in full;

(j) then, pro rata and pari passu, to pay the Class X2 Noteholders amounts in respect of interest and principal due and payable on the Class X2 Notes until the Class X2 Notes are redeemed in full;

(k) then, for the Issuer to retain as profit the Issuer Profit Amount and to pay any corporate income or corporation tax liability not otherwise able to be paid from the Issuer Profit Ledger; and

(l) then, *pro rata* and *pari passu*, to pay all remaining amounts to the Certificateholders as the Residual Certificate Payments.

(g) **Shortfall after application of proceeds**

If the net proceeds of the Security being enforced and liquidated in accordance with the Deed of Charge are not sufficient, after payment of all other claims ranking in priority to the Residual Certificates, to cover all payments due on the Residual Certificates, the obligations of the Issuer under the Residual Certificates will be limited to such net proceeds and such net proceeds will be applied in accordance with the Deed of Charge and no other assets of the Issuer will be available for any further payments on the Residual Certificates. The right to receive any further payments of any such shortfall remaining after enforcement of the Security and application of the proceeds of the Security in accordance with the Post-Acceleration Priority of Payments will be extinguished.

(h) **Relationship between the Notes and the Residual Certificates**

(i) The Residual Certificates are subordinate to all payments due in respect of the Notes.

(ii) The Trust Deed contains provisions requiring the Note Trustee to take into account the interests of the Certificateholders equally as regards all powers, trusts, authorities, duties and discretions of the Note Trustee (except where expressly provided otherwise), but requiring the Note Trustee, in any such case, for so long as any Notes remain outstanding, to take into account only the interests of the Noteholders (or the relevant Class thereof) if, in the opinion of the Note Trustee, there is a conflict

between the interests of the Noteholders (or any Class thereof) and the interests of the Certificateholders.

(iii) For so long as any Notes remain outstanding, none of the Certificateholders may request or direct the Note Trustee or the Issuer to take any action or pass any effective Extraordinary Resolution or Ordinary Resolution if the effect of the same would, in the sole opinion of the Note Trustee, be materially prejudicial to the interests of the Noteholders (or any Class thereof), and neither the Note Trustee nor the Issuer will be responsible to the Certificateholders for disregarding any such request, direction or resolution.

(i) **Assumption of no material prejudice**

The Note Trustee will be entitled to assume, for the purposes of exercising any right, power, duty or discretion under or with respect to these Residual Certificate Conditions, the Conditions, the Trust Deed, the Deed of Charge or any of the other Transaction Documents or for the purposes of Residual Certificate Condition 2(h) (*Relationship between the Notes and the Residual Certificates*), that to do so will not be materially prejudicial to the interests of the Certificateholders (i) if it has obtained the consent of the Certificateholders or (ii) with respect to a non-economic or non-financial matter, if the Note Trustee obtains an opinion of counsel to such effect.

3. ***Covenants***

3.1 So long as any of the Residual Certificates remains outstanding, the Issuer shall:

(a) comply with and perform all its obligations under the Transaction Documents and use all reasonable endeavours to procure that each party to any of the Transaction Documents complies with and performs all their respective obligations thereunder;

(b) at all times use all reasonable endeavours to procure that a Servicer is appointed in accordance with the terms of the Servicing Agreement and that a Cash Manager is appointed in accordance with the terms of the Cash Management Agreement;

(c) at all times use its best endeavours to procure that hedging arrangements on terms substantially similar to those in the Cap Agreement are maintained by it;

(d) at all times ensure that its central management and control is exercised in the United Kingdom; and

(e) not become part of any group of companies for VAT purposes.

3.2 So long as any of the Residual Certificates remains outstanding, the Issuer will not without the prior consent of the Note Trustee, unless otherwise provided by these Residual Certificate Conditions or the Transaction Documents:

(a) carry on any business other than performing its functions and duties and discharging its obligations and liabilities set out in the Transaction Documents and with respect to that business will not engage in any activity whatsoever which is not incidental to or necessary in connection with any of the activities in which the Transaction Documents provide or do anything except:

(i) finance, acquire, hold and dispose of the Purchased Receivables;

(ii) issue, enter into, amend, exchange, repurchase or cancel the Notes and/or the Residual Certificates;

(iii) enter into, amend, consent to any variation of, or release any party from any obligation under, any of the Notes, the Residual Certificates the Transaction Documents and agreements relating or incidental to the issue and constitution of, and the granting of security for, the Notes and the Residual Certificates;

(iv) own and exercise its rights with respect to the Security and its interests in the Security and perform its obligations with respect to the Security and the Transaction Documents;

(v) preserve and/or exercise and/or enforce any of its rights and perform and observe its obligations under the Notes, the Residual Certificates, the Transaction Documents and agreements relating or incidental to the issue and constitution of, and the granting of security for the Notes and the Residual Certificates;

(vi) use any of its property or assets in the manner provided in or contemplated by the Transaction Documents; and

(vii) perform any other act incidental to or necessary in connection with the above;

(b) have any employees or own any premises;

(c) incur any financial indebtedness with respect to borrowed money or give any guarantee or indemnity in respect of any financial indebtedness or of any other obligation of any person or enter into any hedging or derivative contract except under the Notes and the Residual Certificates or pursuant to the Transaction Documents;

(d) create or permit any mortgage, charge, pledge, lien or any encumbrance or other security interest over, any of, its assets or undertaking (other than for the avoidance of doubt, any security created pursuant to the Deed of Charge or the Scottish Supplemental Charge or as expressly contemplated by the Transaction Documents);

(e) permit the validity or effectiveness of or the priority of the Security created by the Deed of Charge or the priority of any security interests created or evidenced thereby to be amended, varied, terminated, postponed or discharged, or permit any person or any party to any of the Transaction Documents to which it is a party whose obligations form part of the Security to be released from such obligations;

(f) transfer, sell, lend, use, invest, part with or otherwise dispose of, or deal with, or grant any option or present or future right to acquire any of its assets or undertakings or any interest, estate, right, title or benefit therein;

(g) pay any dividend or make any other distribution to its shareholders or issue any further shares other than payment of dividends in any accounting period which do not exceed the aggregate amount left to the Issuer after Tax (if any) is charged on the Issuer Profit Amount;

(h) commingle its property or assets with the property or assets of any other person;

(i) consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entirety to any person;

(j) have any subsidiaries or subsidiary undertakings (each as defined in the Companies' Act 2006);

(k) have an "establishment" (as defined in the Recast Insolvency Regulation and the UNCITRAL Implementing Regulations) or take any action that will cause its "centre of main interests" (for the purposes of the Recast Insolvency Regulation and the UNCITRAL Implementing Regulations) to be located in any jurisdiction other than the United Kingdom or register as a company in any jurisdiction other than England;

(l) issue any shares in the Issuer (other than such shares as are in issue as at the Closing Date);

(m) permit any of the Transaction Documents to which it is a party to become invalid or ineffective or exercise any right to terminate any of the Transaction Documents to which it is a party;

(n) have an interest in any bank account other than the Issuer Accounts and (under the Collection Account Declarations of Trust) the Collection Accounts, open any further account for the purposes of depositing any monies it receives in connection with the Transaction Documents, unless such account is secured in favour of the Security Trustee for the benefit of the Secured Creditors;

(o) agree to any modification of, or grant any consent, approval, authorisation or waiver pursuant to, or in connection with, any of the Transaction Documents to which it is a party;

(p) permit any person or any party to any of the Transaction Documents to which it is a party to be released from its obligations;

(q) prejudice its eligibility for its corporation tax liability to be calculated in accordance with regulation 14 of the TSC Regulations;

(r) acquire obligations or securities of its officers or shareholders; and

(s) amend its articles of association or any of its other constitutional documents.

3.3 In giving its consent to the foregoing, the Note Trustee may require the Issuer to amend the Transaction Documents and/or may impose such other conditions as it deems to be in the interests of the Certificateholders, in accordance with Residual Certificate Condition 10 (*Meetings of Certificateholders and Noteholders, amendments, waiver, substitution and exchange*) below.

4. ***Residual Certificate Payments***

(a) **Right to Residual Certificate Payments**

Each Residual Certificate represents a *pro rata* entitlement to receive Residual Certificate Payments.

(b) **Payment**

A Residual Certificate Payment may be payable in respect of the Residual Certificates on each Interest Payment Date and each date on which amounts are to be applied in accordance with the Post-Acceleration Priority of Payments.

(c) **Determination and publication of Residual Certificate Payment and Residual Certificate Payment Amount**

(i) With respect to each Interest Payment Date, on the Calculation Date preceding such Interest Payment Date, the Cash Manager shall determine the Residual Certificate Payment payable on such Interest Payment Date and the Residual Certificate Payment Amount payable in respect of each Residual Certificate on such Interest Payment Date and shall notify the Issuer, the Corporate Services Provider, the Cap Provider, the Registrar, the Paying Agent, the Note Trustee and, on behalf of the Issuer, by means of notification in accordance with Residual Certificate Condition 13 (*Notices*), the Certificateholders of the Residual Certificate Payment and the Residual Certificate Payment Amount.

(ii) All calculations made by the Cash Manager will (in the absence of manifest or proven error) be conclusive for all purposes and binding on the Note Trustee, the Certificateholders and all other parties.

(d) **Termination of Payments**

Following application of all Available Revenue Receipts and Available Principal Receipts pursuant to the applicable Priority of Payments on the Interest Payment Date on which the Clean-Up Call is exercised, no Certificateholder shall be entitled to receive any further Residual Certificate Payments.

Following the redemption in full of the Notes (including in accordance with Condition 5(b) (*Redemption for taxation reasons*) and Condition 5(d) (*Clean-Up Call*)) the realisation of the Charged Property and payment of the proceeds of realisation in accordance with the applicable Priority of Payments, no more Residual Certificate Payments will be made by the Issuer and the Residual Certificates shall be cancelled.

5. ***Payments***

(a) **Method of payment**

Except as provided below, payments on the Residual Certificates will be made by transfer to a Sterling account maintained by the payee with a bank as specified by the payee and notified to the Paying Agent at least two Business Days prior to the due date for the relevant payment.

(b) **Payments subject to applicable laws, etc.**

All payments are subject in all cases to:

(i) any applicable fiscal or other laws, regulations and directives; and

(ii) FATCA,

but without prejudice to the provisions of Residual Certificate Condition 6 (*Taxation*). No commission or expenses will be charged to the Certificateholders with respect to such payments.

(c) **Payments on Global Residual Certificate**

Payments made on Residual Certificates represented by the Global Residual Certificate will (subject as provided below) be made in the manner specified above with respect to Definitive Residual Certificates and otherwise in the manner specified in the Global Residual Certificate through Clearstream, Luxembourg and/or Euroclear. A record of payment made for the Global Residual Certificate will be entered into the records of Clearstream, Luxembourg and/or Euroclear and such record will be *prima facie* evidence that the payment in question has been made.

(d) **General provisions applicable to payments**

The holder of the Global Residual Certificate will be the only person entitled to receive payments on Residual Certificates represented by such Global Residual Certificate and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Residual Certificate with respect to each amount so paid. Each of the persons shown in the records of Clearstream, Luxembourg or Euroclear as the beneficial holder of Residual Certificates represented by such Global Residual Certificate must look solely to Clearstream, Luxembourg or Euroclear, as the case may be, for this share of each payment so made by the Issuer, or to the order of, the holder of such Global Residual Certificate.

(e) **Appointment of Agents**

The Paying Agent, the Registrar, the Interest Determination Agent and the Cash Manager initially appointed by the Issuer and their respective specified offices are listed at the beginning of these Residual Certificate Conditions. The Paying Agent, the Registrar, the Interest Determination Agent and the Cash Manager act solely as agents of the Issuer (unless an Event of Default has occurred or may with the lapse of time or the giving of notice occur, when such agents may be required to act as agents of the Note Trustee) and do not assume any obligation or relationship of agency or trust for or with any Certificateholders. The Issuer reserves the right at any time (in accordance with the Agency Agreement or the Cash Management Agreement, as applicable) to vary or terminate the appointment of the Paying Agent, the Registrar, the Interest Determination Agent or the Cash Manager and to appoint other Paying Agents, Registrars, Interest Determination Agents or Cash Managers, provided that the Issuer will at all times maintain (i) a Cash Manager, (ii) a Registrar, (iii) an Interest Determination Agent and (iv) a Paying Agent.

Notice of any such change or any change of any specified office will promptly be given to the Certificateholders in accordance with Residual Certificate Condition 13 (*Notices*).

(f) **Non-business days**

If any date for payment on any Residual Certificate is not a Business Day, the Certificateholder shall not be entitled to payment until the next day which is a Business Day notwithstanding that the Certificateholder shall not be paid any interest or other sum with respect to such postponed payment. If the next Business Day should fall in the next calendar month, the payment shall be made on the immediately preceding Business Day.

(g) **Limited recourse**

(i) No amounts will be payable by the Issuer except in accordance with the Priority of Payments (excluding any Permitted Exceptions and Permitted Revenue Withdrawals) and any payment obligations of the Issuer under the Residual Certificates may only be satisfied from the amounts received by it under or in connection with the Transaction Documents.

(ii) If the Security constituted by or pursuant to the Deed of Charge is enforced, and after payment of all other claims (if any) ranking in priority to or *pari passu* with each of the claims of the Secured Creditors under the Deed of Charge, the remaining proceeds of such enforcement are insufficient to pay in full all amounts due to each of the Secured Creditors and all other claims ranking *pari passu* to the claims of each such party, then the claims of each such party against the Issuer will be limited to their respective shares of such remaining proceeds (as determined in accordance with the provisions of the Deed of Charge) and, after payment to each such party of its respective share of such remaining proceeds, the obligations of the Issuer to each such party will be extinguished in full.

(iii) The provisions of this Residual Certificate Condition 5(g) will survive the termination of these Residual Certificate Conditions. In the case of discrepancy between this Residual Certificate Condition 5(g) and any other provision, the provisions of this Residual Certificate Condition 5(g) will prevail.

6. ***Taxation***

All payments on the Residual Certificates will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of any nature by the Issuer or the Paying Agent unless required by law (or pursuant to FATCA), in which case the Issuer or the Paying Agent will make that payment net of such withheld or deducted amounts and will account to the relevant authorities for the amount required to be withheld or deducted. Neither the Issuer nor the Paying Agent will be obliged to make any additional payments to Certificateholders for such withholding or deduction.

7. ***Prescription***

The Residual Certificates will become void unless claims for payment are made within 10 years of the Legal Maturity Date with respect to such Residual Certificates. After the date on which a Residual Certificate becomes void, no claim may be made with respect to such Residual Certificate.

8. ***Events of Default***

If any of the following events (each an "**Event of Default**") occurs, the Note Trustee at its absolute discretion may, and, provided all of the Notes have been redeemed in full, if so directed by the holders of at least 25% in number of the Residual Certificates then in issue or if so directed by an Extraordinary Resolution of the Certificateholders (subject, in each case, to the Note Trustee being indemnified and/or secured and/or prefunded to its satisfaction), will give a Note Acceleration Notice to the Issuer, the Security Trustee, the Account Bank, the Cash Manager and the Paying Agent declaring that any Residual Certificate Payments pursuant to the Residual Certificates are immediately due and

payable and each such Residual Certificate Payment will accordingly become immediately due and payable, without further action or formality:

(a) a default occurs in the payment of any amount due in respect of the Residual Certificates (and such default is not remedied within 14 Business Days of its occurrence);

(b) the Issuer fails to perform or observe any of its other material obligations under these Residual Certificate Conditions or the Transaction Documents and such failure continues for a period of 30 calendar days following written notice from the Note Trustee or any other Secured Creditors;

(c) an Insolvency Event occurs in respect of the Issuer; or

(d) the Deed of Charge (or any security interest purported to be created thereunder) shall, for any reason, cease to be in full force and effect or be declared to be null and void, or the validity or enforceability thereof shall be contested by the Issuer or the Issuer shall deny that it has any or further liability or obligation under the Deed of Charge (or with respect thereto).

Upon any Note Acceleration Notice being given by the Note Trustee in accordance with the terms of this Residual Certificate Condition 8 (*Events of Default*), notice to that effect will be given by the Note Trustee to all Certificateholders in accordance with Residual Certificate Condition 13 (*Notices*).

9. ***Enforcement and non-petition***

Only the Note Trustee and the Security Trustee may pursue the remedies available under the Trust Deed or the Deed of Charge, as applicable, to enforce the rights of the Secured Creditors. No other Secured Creditor is entitled to proceed against the Issuer. Neither the Note Trustee nor any Secured Creditor may take any action or has any rights against the Issuer to recover any amount still unpaid once the Security is enforced and the net proceeds thereof distributed in accordance with Residual Certificate Condition 2 (*Status and Security*), and any such liability will be extinguished. None of the Note Trustee, the Security Trustee nor any Secured Creditor will be entitled, until the expiry of one year and one day after the Final Redemption Date, to petition or take any other step for the winding-up of the Issuer provided that the Security Trustee may prove or lodge a claim in the liquidation of the Issuer initiated by another party and provided further that the Security Trustee may take proceedings to obtain a declaration or similar judgment or order as to the obligations and liabilities of the Issuer.

The Note Trustee and the Security Trustee, as the case may be, in accordance with this Residual Certificate Condition 9 (*Enforcement and non-petition*), will, except as otherwise directed in writing by the holders of at least 25% in aggregate of Outstanding Note Principal Amount of the Most Senior Class of Notes (in relation to enforcement action only) or directed by the Most Senior Class of Notes acting by way of an Extraordinary Resolution at the relevant date, or in relation to the Security Trustee only in relation to amendments and waivers, except as otherwise directed by the Note Trustee, have absolute and uncontrolled discretion as to the exercise and non-exercise of all rights, powers, authorities or discretions conferred upon them by or under the Trust Deed, the Deed of Charge or any Transaction Document to which they are a party or conferred upon them by operation of law.

The provisions of this Residual Certificate Condition 9 will survive the termination of these Residual Certificate Conditions. In the case of discrepancy between this Residual

Certificate Condition 9 and any other provision, the provisions of this Residual Certificate Condition 9 will prevail.

10. ***Meetings of Certificateholders and Noteholders, amendments, waiver, substitution and exchange***

(a) **Meetings of Certificateholders and Noteholders**

(i) The Trust Deed contains provisions for convening separate meetings of each of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders, the Class X1 Noteholders, the Class X2 Noteholders and the Certificateholders to consider any matter affecting their interests, including the sanctioning by a resolution passed at a meeting convened and held in accordance with the Trust Deed by at least 75% of votes cast (an "**Extraordinary Resolution**") of a modification of these Residual Certificate Conditions, the Conditions or the provisions of any of the Transaction Documents.

(ii) Subject as provided below, the quorum at any meeting of Certificateholders for passing an Ordinary Resolution will be one or more persons holding or representing at least 20% in number of the Residual Certificates then in issue, or, at any adjourned meeting, one or more persons being or representing a Certificateholder, whatever the number of Residual Certificates held or represented by it or them.

(iii) Subject as provided below, the quorum at any meeting of Certificateholders for passing an Extraordinary Resolution will be one or more persons holding or representing at least 50% in number of the Residual Certificates then in issue or, at any adjourned meeting, one or more persons being or representing a Certificateholder, whatever the number of Residual Certificates held or represented by them.

(iv) The quorum at any meeting of Certificateholders for passing an Extraordinary Resolution to:

(1) sanction a modification of the date of maturity of Notes;

(2) sanction a modification of the date of payment of principal or interest in respect of the Notes, or where applicable, of the method of calculating the date of payment of principal or interest in respect of the Notes, or of the method of calculating the date of payment in respect of the Residual Certificates;

(3) sanction a modification of the amount of principal or the rate of interest payable in respect of the Notes, or where applicable, of the method of calculating the amount payable of any principal or interest in respect of the Notes, or of the method of calculating the amounts payable in respect of the Residual Certificates (including, in relation to any Class of Notes or the Residual Certificates, if any such modification is proposed for any Class of Notes ranking senior to such Class or the Residual Certificates in the Priorities of Payments);

(4) alter the currency in which payments under the Notes or Residual Certificates are to be made;

(5) alter the quorum or majority required in relation to this exception;

(6) sanction any scheme or proposal for the sale, conversion or cancellation of the Notes or the Residual Certificates;

(7) alter any of the provisions contained in this exception; or

(8) any change to the definition of Basic Terms Modification,

(each, a "**Basic Terms Modification**") shall be one or more persons holding or representing at least 66⅔% in number of the Residual Certificates then in issue or, at any adjourned meeting, one or more persons holding or representing at least 25% in number of the Residual Certificates then in issue. For the avoidance of doubt, a Benchmark Rate Modification shall not be a Basic Terms Modification.

(v) Subject to paragraph (vii) below and except in the case of an Extraordinary Resolution directing the Note Trustee to give a Note Acceleration Notice, as to which the provisions of Residual Certificate Condition 8 (*Events of Default*) shall apply:

(1) (subject as provided in paragraph (3) below) an Extraordinary Resolution passed at any meeting of the Most Senior Class of Notes shall be binding on (A) all other Classes of Notes and (B) the Certificateholders, irrespective of the effect upon them;

(2) no Extraordinary Resolution of any Class of Noteholders or the Certificateholders (other than an Extraordinary Resolution referred to in paragraph (C) of this proviso) shall be effective for any purpose unless either (A) the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of any more senior ranking Classes of Noteholders, (B) it is sanctioned by an Extraordinary Resolution of each of the more senior ranking Classes of Noteholders or (C) none of the more senior ranking Classes of Notes remains outstanding; and

(3) no Extraordinary Resolution involving a Basic Terms Modification that is passed by the holders of one Class of Notes or the Certificateholders shall be effective unless it is sanctioned by an Extraordinary Resolution of the holders of the other Classes of Notes then outstanding and the Certificateholders.

(vi) Subject to paragraph (vii) below:

(1) an Ordinary Resolution passed at any meeting of a particular Class of Notes shall be binding on all Noteholders of such Class or Classes (irrespective of the effect upon them); and

(2) no Ordinary Resolution of any Class of Noteholders or the Certificateholders shall be effective for any purpose unless either (A) the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of any more senior ranking Classes of Noteholders or (B) it is sanctioned by an Ordinary Resolution of

each of the more senior ranking Classes of Noteholders or (C) none of the more senior ranking Classes of Notes remains outstanding.

(vii) A resolution which in the opinion of the Note Trustee affects the interests of the holders of the Notes of only one Class or the Residual Certificates only, shall be deemed to have been duly passed if passed at a meeting (or by a separate resolution in writing) of the holders of that Class of Notes or of the Certificateholders.

(viii) The Class X1 Noteholders and the Class X2 Noteholders shall vote as separate Classes of Notes.

(b) **Amendments and waiver**

(i) The Note Trustee may, and may direct the Security Trustee to, without the consent or sanction of the Noteholders, the Certificateholders or the other Secured Creditors at any time and from time to time concur with the Issuer or any other person in making any modification:

(1) to these Residual Certificate Conditions, the Conditions or any Transaction Document (excluding in relation to a Basic Terms Modification) which in the opinion of the Note Trustee will not be materially prejudicial to the interests of the Most Senior Class of Notes; or

(2) to these Residual Certificate Conditions, the Conditions or any Transaction Document (including in relation to a Basic Terms Modification) if in the opinion of the Note Trustee such modification is of a formal, minor or technical nature or to correct a manifest error.

(ii) Notwithstanding the provisions of Residual Certificate Condition 10(b)(i), the Note Trustee shall be obliged, and shall direct the Security Trustee, without any consent or sanction of the Noteholders, the Certificateholders or the other Secured Creditors, but subject to the receipt of written consent from each of the Secured Creditors party to the Transaction Document being modified, to concur with the Issuer in making any modification (other than in respect of a Basic Terms Modification) to these Residual Certificate Conditions, the Conditions and/or any Transaction Document that the Issuer considers necessary or advisable or (in relation to paragraphs (1) and (2) below only) as proposed by the Cap Provider pursuant to Residual Certificate Condition 10(b)(ii)(1)(B):

(1) 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:

(A) the Issuer certifies in writing to the Note Trustee and the Security 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; and

(B) in the case of any modification to a Transaction Document, the Conditions or these Residual Certificate

Conditions proposed by the Cap Provider 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):

(aa) the Cap Provider certifies in writing to the Issuer and the Note Trustee and the Security Trustee that such modification is necessary for the purposes described in paragraph (B)(x) and/or (y) above

(bb) either:

(i) the Cap Provider obtains from each of the Rating Agencies a Rating Agency Confirmation and, if relevant, delivers a copy of each such confirmation to the Issuer and the Note Trustee and the Security Trustee; or

(ii) the Cap Provider certifies in writing to the Note Trustee and the Security 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, qualification or withdrawal or suspension of the then current ratings assigned to the Rated Notes by such Rating Agency or (y) such Rating Agency placing any such Notes on rating watch negative (or equivalent); and

(cc) the Cap Provider pays all costs and expenses (including legal fees) incurred by the Issuer, the Note Trustee and the Security Trustee in connection with such modification;

(2) in order to enable the Issuer and/or the Cap Provider to comply with any obligation which applies to it under EMIR, MIFID II / MiFIR or SFTR (as applicable), provided that the Issuer or the Cap Provider, as appropriate, certifies to the Note Trustee and the Security Trustee and the Cap Provider or the Issuer, as applicable, in writing that such modification is required solely for the purpose of enabling it to satisfy such obligation and has been drafted solely to such effect;

(3) for the purpose of complying with any obligation which applies to the Issuer or to the Seller under Article 6 of the Securitisation Regulation, or Section 15G of the Exchange Act, as added by section 941 of the Dodd-Frank Act, after the Closing Date, including as a result of the adoption of regulatory technical standards in relation to the Securitisation Regulation or any other

risk retention legislation or regulations or official guidance in relation thereto or in relation to securitisation transactions, provided that the Issuer (or the Servicer on its behalf) certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(4) for the purpose of enabling the Notes to be (or to remain) listed on Euronext Dublin, provided that the Issuer certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(5) for the purposes of enabling the Issuer or any of the other Transaction Parties to comply with FATCA (or any voluntary agreement entered into with a taxing authority in relation thereto), provided that the Issuer or the relevant Transaction Party, as applicable, certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(6) for the purpose of enabling the Issuer to open any custody account for the receipt of any collateral posted by the Cap Provider under the Cap Agreement in the form of securities;

(7) for so long as the Class A Notes are intended to be held in a manner which will allow for Eurosystem eligibility, for the purpose of maintaining such eligibility provided that the Issuer (or the Servicer on its behalf) certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(8) for the purpose of complying with any changes in the requirements of the Securitisation Regulation, including relating to the treatment of the Notes as a simple, transparent and standardised securitisation, and any related regulatory technical standards authorised under the Securitisation Regulation or regulations or official guidance in relation thereto, provided that the Issuer (or the Servicer on its behalf) certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(9) in order to allow the Issuer to open additional accounts with an additional account bank or to move the Issuer Accounts to be held with an alternative account bank with the Required Ratings, provided that the Issuer has certified to the Note Trustee and the Security Trustee that (i) such action would not have an adverse effect on the then current ratings of the Most Senior Class of 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 Bank Account Agreement provided further that if the Issuer determines that it is not practicable to agree terms substantially similar to those set out in the Bank Account Agreement with such replacement financial institution or institutions

and the Issuer certifies in writing to the Note Trustee and the Security 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 Note Trustee and the Security 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); and

(10) for the purpose of complying with any changes in the requirements of Regulation (EC) No 1060/2009 of the European Parliament on credit rating agencies (the "**CRA Regulation**"), as amended by Regulation (EU) No 513/2011 and by Regulation (EU) No 462/2013 after the Closing 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 Note Trustee and the Security Trustee certifying that such modification is required solely for such purpose and has been drafted solely to such effect,

(any such modification pursuant to Residual Certificate Conditions 10(b)(ii)(1) to (10) (inclusive) above being a "**Modification**" and the certificate to be provided by the Issuer, the Cap Provider or the relevant Transaction Party, as the case may be, pursuant to Residual Certificate Conditions 10(b)(ii)(1) to (10) (inclusive) above being a "**Modification Certificate**").

(iii) Notwithstanding the provisions of Residual Certificate Conditions 10(b)(i) and 10(b)(ii) above, the Note Trustee shall be obliged, and shall direct the Security Trustee, without any consent or sanction of the Noteholders, the Certificateholders or the other Secured Creditors, but subject to the receipt of written consent from each of the Secured Creditors party to the Transaction Document being modified, to concur with the Issuer in making any modification to the Conditions, these Residual Certificate Conditions and/or any Transaction Document that the Issuer considers necessary or advisable for the purpose of changing the benchmark rate in respect of the Notes from SONIA (the "**Applicable Benchmark Rate**") to an alternative benchmark rate (any such rate, an "**Alternative Benchmark Rate**") and making such other amendments to these Residual Certificate 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 by this Residual Certificate Condition 10(b)(iii) (for the avoidance of doubt, this may include changing the benchmark rate referred to in any interest rate hedging or cap agreement, for the purpose of aligning any such hedging or cap agreement with a proposed Benchmark Rate Modification pursuant to this Residual Certificate Condition 10(b)(iii), or modifications to when the Interest Rate applicable to any Class of Notes is calculated and/or notified to Noteholders or other such consequential modifications) (a "**Benchmark**

Rate Modification"), provided that the Servicer, on behalf of the Issuer, certifies to the Note Trustee and the Security Trustee in writing (such certificate, a "**Benchmark Rate Modification Certificate**") in each case in accordance with Condition 12(b)(iii).

(iv) In respect of any Benchmark Rate Modification under Residual Certificate Condition 10(b)(iii) and any Modification under Residual Certificate Condition 10(b)(ii) (other than in the case of a Modification pursuant to Residual Certificate Conditions 10(b)(ii)(2), (3) and (5) above), it shall also be required that:

(1) other than in the case of a Modification pursuant to Residual Certificate Condition 10(b)(ii)(1)(B) above, either:

(A) the Issuer (or the Servicer on its behalf) obtains from each of the Rating Agencies a Rating Agency Confirmation and, if relevant, it has provided a copy of any Rating Agency Confirmation to the Note Trustee and the Security Trustee with the Modification Certificate or the Benchmark Rate Modification Certificate (as applicable); or

(B) the Issuer certifies in the Modification Certificate or the Benchmark Rate Modification Certificate (as applicable) that it has given the Rating Agencies at least 10 Business Days' prior written notice of the proposed Modification or Benchmark Rate Modification and none of the Rating Agencies has indicated that such Modification or Benchmark Rate Modification would result in (x) a downgrade, qualification or, withdrawal or suspension of the then current ratings assigned to any Class of the Rated Notes by such Rating Agency or (y) such Rating Agency placing any such Notes on rating watch negative (or equivalent); and

(2) the Issuer has provided written notice of the proposed Modification or Benchmark Rate Modification to the Certificateholders, at least 40 calendar days' prior to the date on which it is proposed that the Modification or Benchmark Rate Modification would take effect, in accordance with Residual Certificate Condition 13 (*Notices*) and by publication on Bloomberg on the "Company Filings" screen relating to the Notes (such notice, the "**Modification Noteholder Notice**") confirming the following:

(A) the period during which Noteholders of the Most Senior Class of Notes on the date specified to be the Modification Record Date, which shall be five Business Days from the date of the Modification Noteholder Notice (the "**Modification Record Date**"), may object to the proposed Modification or Benchmark Rate Modification (which notice period shall commence at least 40 calendar days prior to the date on which it is proposed that the Modification or Benchmark Rate Modification would take effect and continue for a period not less than 30 calendar days) and the method by which they may object; and

(B) the sub-paragraph(s) of Residual Certificate Condition 10(b)(ii)(1) to (10) under which the Modification is being proposed or the sub-paragraph(s) of Condition 12(b)(iii)(A) under which the Benchmark Rate Modification is being proposed; and

(C) in the case of a Benchmark Rate Modification, which Alternative Benchmark Rate is proposed to be adopted pursuant to Condition 12(b)(iii)(C), and, where Condition 12(b)(iii)(C)(dd) is being applied, the rationale for choosing the proposed Alternative Benchmark Rate; and

(D) in the case of a Benchmark Rate Modification, details of any consequential modifications that the Issuer has agreed will be made to any hedging agreement to which it is a party for the purpose of aligning any such hedging agreement with the proposed Benchmark Rate Modification, if the proposed Benchmark Rate Modification takes effect. The Issuer shall use reasonable endeavours to agree modifications to each hedging agreement where commercially appropriate so that the Transaction is hedged following the Benchmark Rate Modification to a similar extent as prior to the Benchmark Rate Modification and that such modifications shall take effect no later than 30 calendar days from the date on which the Benchmark Rate Modification takes effect. If (i) no modifications are proposed to be made to hedging agreements; and/or (ii) modifications will be made to hedging agreements but will not result in the Transaction being similarly hedged; and/or (iii) modifications to any hedging agreement would take effect later than 30 calendar days from the date on which the Benchmark Rate Modification takes effect, the Issuer shall set out in the Modification Noteholder Notice the rationale for this; and

(E) in the case of a Benchmark Rate Modification, details of the adjustment which the Issuer proposes to make (if any) to the margin payable on each Class of Notes which are the subject of the Benchmark Rate Modification in order to, so far as reasonably and commercially practicable, preserve what would have been the expected Interest Rate applicable to each such Class of Notes had no such Benchmark Rate Modification been effected (the "**Note Rate Maintenance Adjustment**"), provided that

(aa) in the event that the Bank of England, the Financial Conduct Authority or the Prudential Regulation Authority 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 has published, endorsed, approved or recognised a note rate maintenance adjustment mechanism which could be used in the context of a transition

from the Applicable Benchmark Rate to the Alternative Benchmark Rate, then the Issuer shall propose that note rate maintenance adjustment mechanism as the Note Rate Maintenance Adjustment, or otherwise the Issuer shall set out in the Modification Noteholder Notice the rationale for concluding that this is not a commercial and reasonable approach in relation to the Notes and the proposed Benchmark Rate Modification; or

(bb) in the event that it has become generally accepted market practice in the publicly listed asset backed floating rate notes, Eurobond or swaps market to use a particular note rate maintenance adjustment mechanism in the context of a transition from the Applicable Benchmark Rate to the Alternative Benchmark Rate, then the Issuer shall propose that note rate maintenance adjustment mechanism as the Note Rate Maintenance Adjustment, or otherwise the Issuer shall set out in the Modification Noteholder Notice the rationale for concluding that this is not a commercial and reasonable approach in relation to the Notes and the proposed Benchmark Rate Modification; or

(cc) in the event that neither (aa) nor (bb) above apply, the Issuer shall use reasonable endeavours to propose an alternative Note Rate Maintenance Adjustment as reasonably determined by the Issuer (or the Servicer on its behalf) and shall set out the rationale for the proposal or otherwise the Issuer shall set out in the Modification Noteholder Notice the rationale for concluding that this is not a commercial and reasonable approach in relation to the Notes and the proposed Benchmark Rate Modification; and

(dd) if any Note Rate Maintenance Adjustment is proposed, the Note Rate Maintenance Adjustment applicable to each Class of Notes other than the Most Senior Class of Notes shall be at least equal to that applicable to the Most Senior Class of Notes. In circumstances where the Issuer proposes a lower Note Rate Maintenance Adjustment on any Class of Notes other than the Most Senior Class of Notes than that which is proposed for the Most Senior Class of Notes or another Class of Notes which ranks senior to the Class of Notes to which the lower Note Rate Maintenance Adjustment is proposed to be made, the Benchmark Rate Modification will not be made unless an Extraordinary Resolution is passed in favour of such modification in accordance with

this Residual Certificate Condition 10 (*Meetings of Certificateholders and Noteholders, amendments, waiver, substitution and exchange*) by the Noteholders of each Class of Notes outstanding on the Modification Record Date to which the lower Note Rate Maintenance Adjustment is proposed to be made; and

(ee) for the avoidance of doubt, the Note Rate Maintenance Adjustment may effect an increase or a decrease to the margin or may be set at zero; and

(F) details of (i) other amendments which the Issuer proposes to make (if any) to these Residual Certificate Conditions or any other Transaction Document and (ii) any new, supplemental or additional documents into which the Issuer proposes to enter to facilitate the changes envisaged pursuant to this Residual Certificate Condition 10(b)(ii);

(3) Noteholders holding or representing at least 10% of the Outstanding Note Principal Amount of the Most Senior Class of Notes outstanding (or, if the Notes have been redeemed in full, Certificateholders holding at least 10% in number of the Residual Certificates in issue) on the Modification Record Date have not contacted the Issuer or the Note Trustee in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes or Residual Certificates may be held) within such notification period notifying the Issuer or the Note Trustee that such Noteholders (or Certificateholders, as the case may be) do not consent to the Modification or Benchmark Rate Modification.

If Noteholders representing at least 10% of the Outstanding Note Principal Amount of the Most Senior Class of Notes outstanding (or, if the Notes have been redeemed in full, Certificateholders holding at least 10% in number of the Residual Certificates then in issue) on the Modification Record Date have notified the Issuer or the Note Trustee in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes or Residual Certificates may be held) within the notification period referred to above that they do not consent to the Modification or Benchmark Rate Modification, then such Modification or Benchmark Rate Modification will not be made unless an Extraordinary Resolution of the holders of the Most Senior Class of Notes outstanding on the Modification Record Date is passed in favour of such Modification or Benchmark Rate Modification in accordance with Schedule 4 (*Provisions for Meetings of the Noteholders and the Certificateholders*) to the Trust Deed, provided that (A) in circumstances where the Issuer proposes a lower Note Rate Maintenance Adjustment on any Class of Notes other than the Most Senior Class than that which is proposed for the Most Senior Class of Notes or another Class of

Notes which ranks senior to the Class of Notes to which the lower Note Rate Maintenance Adjustment is proposed to be made, such Extraordinary Resolution shall be passed by the holders of the Most Senior Class of Notes then outstanding and by and by the holders of each Class of Notes then outstanding to which the lower Note Rate Maintenance Adjustment is proposed to be made, and (B) in other circumstances, such Extraordinary Resolution shall be passed by holders of the Most Senior Class of Notes then outstanding.

Objections made in writing other than through the applicable clearing system must be accompanied by evidence to the Note Trustee's satisfaction (having regard to prevailing market practices) of the relevant Noteholder's holding of the Notes (or Certificateholder's holding of the Residual Certificates, as the case may be) on the Modification Record Date.

(v) Other than where specifically provided in Residual Certificate Condition 10(b)(ii) or 10(b)(iii) or any Transaction Document:

(1) when implementing any Modification or Benchmark Rate Modification pursuant to Residual Certificate Condition 10(b)(ii):

(A) (save, in respect of Modifications pursuant to Residual Certificate Condition 10(b)(ii) only, to the extent the Note Trustee considers that the proposed Modification would constitute a Basic Terms Modification), the Note Trustee shall not consider the interests of the Certificateholders, any other Secured Creditor or any other person and shall act and rely solely and without investigation or liability on any Modification Certificate or Benchmark Rate Modification Certificate (or other certificate or evidence provided to it by the Issuer (or the Servicer on its behalf) or the relevant Transaction Party, as the case may be, pursuant to Residual Certificate Condition 10(b)(ii) or 10(b)(iii)) and shall not be liable to the Certificateholders, any other Secured Creditor or any other person for so acting or relying, irrespective of whether any such Modification or Benchmark Rate Modification is or may be materially prejudicial to the interests of any such person; and

(B) neither the Note Trustee nor the Security Trustee shall be obliged to agree to any Modification or Benchmark Rate Modification which, in its sole opinion would have the effect of (i) exposing it to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) increasing its obligations or duties, or decreasing its rights, powers, authorisations, discretions, indemnification or protections, in the Transaction Documents and/or these Residual Certificate Conditions.

(vi) Any Modification or Benchmark Rate Modification shall be binding on all Noteholders and Certificateholders and shall be notified by the Issuer as soon as reasonably practicable to:

(1) so long as any of the Notes rated by the Rating Agencies remains outstanding, each Rating Agency; and

(2) the Secured Creditors; and

(3) the Certificateholders in accordance with Residual Certificate Condition 13 (*Notices*).

(vii) 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 Residual Certificate Condition 10(b)(iii).

(viii) The Note Trustee may, and may direct the Security Trustee to, without the consent or sanction of the Noteholders, the Certificateholders or the other Secured Creditors and without prejudice to its rights in respect of any subsequent breach or Event of Default or Potential Event of Default, at any time and from time to time but only if and in so far as in its opinion the interests of the Most Senior Class of Notes shall not be materially prejudiced thereby, waive or authorise any breach or proposed breach by the Issuer or any other person of any of the covenants or provisions contained in the Conditions, these Residual Certificate Conditions or any other Transaction Document or determine that any Event of Default or Potential Event of Default shall not be treated as such for the purposes of the Conditions or these Residual Certificate Conditions.

(c) **Additional Modifications**

(i) Notwithstanding Residual Certificate Condition 10(b) (*Amendments and waiver*) above, the Issuer may modify the terms of the Collection Account Declarations of Trust without the consent of the Note Trustee provided that such modification is made in accordance with the terms of the relevant Collection Account Declaration of Trust and does not adversely affect the rights or obligations of the Issuer thereunder (for the avoidance of doubt, and without limitation, a modification to a Collection Account Declaration of Trust will adversely affect the rights or obligations of the Issuer if it has the effect of reducing any amount held on trust for the Issuer or which the Issuer is entitled to receive under that Collection Account Declaration of Trust). Residual Certificate Condition 10(b)(iv) above shall not apply to a modification made to a Collection Account Declaration of Trust in accordance with the terms of this Residual Certificate Condition 10(c)(i).

(ii) In connection with any substitution of principal debtor referred to in Condition 5(b) (*Redemption for taxation reasons*), the Note Trustee may also agree, without the consent of the Certificateholders or the other Secured Creditors, to a change in the laws governing these Residual Certificate Conditions and/or any of the Transaction Documents, provided

that such change would not, in the opinion of the Note Trustee, be materially prejudicial to the interests of the Certificateholders.

(d) **Substitution and exchange**

(i) Subject to the more detailed provisions of the Trust Deed and subject to such amendment of the Trust Deed, the Deed of Charge and any other Transaction Documents and such other conditions as the Note Trustee may require, including as to satisfaction that the interests of the Certificateholders will not be materially prejudiced by the substitution or exchange and as to the transfer of the Security, but without the consent of the Certificateholders or any of the Secured Creditors, the Note Trustee may agree to (i) the substitution of any other company or other entity in place of the Issuer as principal debtor under the Trust Deed, the Notes and the Residual Certificates and replacement for it under the Deed of Charge and any other Transaction Documents, provided that the Rating Agencies confirm that such substitution will not adversely affect the then current rating of each Class of Rated Notes, or (ii) the exchange of the Notes and the Residual Certificates, in whole but not in part only, for other securities or instruments having substantially the same rights and benefits as the Notes and the Residual Certificates, provided that the then current rating of each Class of Rated Notes by the Rating Agencies is attributed to any such new securities or instruments. Such substitution or exchange will be subject to the relevant provisions of the Trust Deed and the other Transaction Documents and to such amendments of the Trust Deed and the other Transaction Documents as the Note Trustee may deem appropriate. Under the Trust Deed, the Issuer is required to use its best efforts to cause the substitution as principal debtor under the Trust Deed, the Notes and the Residual Certificates and replacement for it under the Deed of Charge and any other Transaction Documents by a company or other entity incorporated in some other jurisdiction (approved by the Note Trustee) if the Issuer becomes subject to any form of tax on its income or payments on the Notes or the Residual Certificates. Any such substitution will be binding on the Certificateholders.

(ii) The Note Trustee may, without the consent of the Certificateholders or any of the other Secured Creditors, agree to a change in the place of residence of the Issuer for taxation purposes provided (i) the Issuer does all such things as the Note Trustee may require in order that such change is fully effective and complies with such other requirements in the interests of the Certificateholders as it may request and (ii) the Issuer provides the Note Trustee with an opinion of counsel satisfactory to the Note Trustee to the effect that the change of residency of the Issuer will not cause any withholding or deduction to be made on payments on the Notes or the Residual Certificates.

(e) **Entitlement of the Note Trustee**

Where, in connection with the exercise of its powers, trusts, authorities or discretions (including, without limitation those with respect to any proposed amendment, waiver, authorisation or substitution) in relation to these Residual Certificate Conditions or any other Transaction Document, the Note Trustee is required to take into account the interests of the Certificateholders it will have regard to the general interests of the Certificateholders and, without prejudice to

the generality of the foregoing, will not take into account the consequences of such exercise for individual Certificateholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Note Trustee will not be entitled to require, nor will any Certificateholders be entitled to claim, from the Issuer or any other person any indemnification or payment for any tax consequence of any exercise for individual Certificateholders.

11. ***Indemnification of the Note Trustee and the Security Trustee***

The Trust Deed, the Deed of Charge and certain other of the Transaction Documents contain provisions for the indemnification of the Note Trustee and the Security Trustee and for their relief from responsibility including for the exercise of any rights under the Trust Deed and the other Transaction Documents (including, but without limitation, with respect to the Security), for the sufficiency and enforceability of the Trust Deed and the other Transaction Documents (which the Note Trustee has not investigated) and the validity, sufficiency and enforceability of the Deed of Charge and for taking proceedings to enforce payment unless, in each case, indemnified and/or secured and/or prefunded to its satisfaction. The Note Trustee and the Security Trustee and any of their affiliates are entitled to enter into business transactions with the Issuer, any subsidiary or other affiliate of the Issuer or any other party to the Transaction Documents or any obligor with respect to any of the Security or any of their subsidiary, holding or associated companies and to act as Trustee or Security Trustee for the holders of any securities issued by any of them without, in any such case, accounting to the Certificateholders for any profit resulting therefrom.

The Note Trustee and the Security Trustee are exempted from liability with respect to any loss or theft or reduction in value of the Security and from any obligation to insure or to cause the insuring of the Security.

The Trust Deed and the Deed of Charge provide that the Note Trustee or the Security Trustee will be obliged to take action on behalf of the Certificateholders and the Secured Creditors in certain circumstances, provided always that the Note Trustee and/or the Security Trustee (as the case may be) is indemnified and/or secured and/or prefunded to its satisfaction. Further, the Note Trustee will not be obliged to act on behalf of the Certificateholders or any other Secured Creditors where it would not have the power to do so by virtue of any applicable law or where such action would be illegal in any applicable jurisdiction.

12. ***Replacement of Residual Certificates***

If a Residual Certificate is lost, stolen, mutilated, defaced or destroyed it may be replaced, subject to applicable laws and regulations, at the specified office of the Registrar on payment by the claimant of the taxes, fees and costs properly incurred in connection with such replacement and on such terms as to evidence, security and indemnity as the Issuer, the Note Trustee, the Registrar or the Paying Agent may require and otherwise as the Issuer may require. Mutilated or defaced Residual Certificates must be surrendered before replacements will be issued.

13. ***Notices***

While the Residual Certificates are represented by the Global Residual Certificate, notices to Certificateholders will be valid if submitted to Euroclear and/or Clearstream, Luxembourg for communication by them to Certificateholders. Any notice delivered to

Euroclear and/or Clearstream, Luxembourg, as aforesaid, shall be deemed to have been given on the day of such delivery.

While the Residual Certificates are represented by Definitive Residual Certificates, the Note Trustee shall be at liberty to sanction any method of giving notice to the Certificateholders if, in its opinion, such method is reasonable having regard to market practice then prevailing and provided that notice of such other method is given to the Certificateholders in such manner as the Note Trustee shall deem appropriate.

14. ***Governing law and jurisdiction***

(a) The Residual Certificates and all non-contractual obligations arising out of or in connection with the Residual Certificates are governed by, and will be construed in accordance with, English law.

(b) The courts of England will have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Residual Certificates (including a dispute relating to the existence, validity or termination of the Residual Certificates or any non-contractual obligation arising out of or in connection with the Residual Certificates) and any legal action or proceedings arising out of or in connection with such disputes may be brought in such courts. The Issuer irrevocably submits to the exclusive jurisdiction of such courts and waives any objections to proceedings in such courts on the ground of venue or on the ground that they have been brought in an inconvenient forum. This submission is for the benefit of the Security Trustee and will not limit the right of the Security Trustee to take legal action or proceedings in any other court of competent jurisdiction nor will the taking of such proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not).

15. ***Rights of third parties***

No person will have any right to enforce any term or condition of the Residual Certificates by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

TAXATION

The following information is a general discussion of certain tax consequences of the acquisition, ownership and disposal of Notes and the Residual Certificates. This discussion is not a comprehensive description of all tax considerations which may be relevant to a decision to purchase, hold or dispose of Notes or the Residual Certificates. It does not purport to be a complete analysis of all tax considerations relating to the Notes and the Residual Certificates. This discussion does not consider any specific facts or circumstances that may apply to a particular holder or prospective holder. This overview is based on the laws of England and Wales currently in force and as applied at the date of this Prospectus, which are subject to change, possibly with retroactive or retrospective effect.

The following information is not intended as tax or legal advice and the comments below are of a general nature only. It should be read in conjunction with the section entitled "*RISK FACTORS*". Potential investors in the Notes or the Residual Certificates are urged to satisfy themselves as to the overall tax consequences of purchasing, holding and/or selling the Notes or the Residual Certificates and, therefore, to consult their professional tax advisors.

Withholding tax on the Notes

Interest on the Notes will be payable without withholding or deduction for or on account of United Kingdom income tax provided that the Notes are and remain listed on a "recognised stock exchange" within the meaning of section 1005 of the Income Tax Act 2007 or the "Income Tax Act". Euronext Dublin is currently so recognised and provided that the Notes are and remain listed and admitted to trading on the main market of Euronext Dublin and Euronext Dublin continues to be a "recognised stock exchange" for the purposes of section 1005 of the Income Tax Act, the interest on the Notes will be payable without withholding or deduction for or on account of United Kingdom income tax.

If the Notes cease to be listed on a "recognised stock exchange", an amount must be withheld for or on account of United Kingdom income tax at the basic rate, currently 20%, from interest paid on them, subject to (i) any direction to the contrary from HM Revenue and Customs in respect of such relief as may be available pursuant to the provisions of an applicable double taxation treaty, or (ii) certain other exceptions including the interest being paid to the persons (including companies within the charge to United Kingdom corporation tax) and in the circumstances specified in sections 930 to 938 of the Income Tax Act and, potentially, under the Qualifying Private Placement Regulations 2015.

Withholding tax on the Residual Certificates

Amounts payable in respect of the Residual Certificates will be payable without withholding or deduction for or on account of United Kingdom income tax.

As the Residual Certificates do not constitute a debt, payments made in respect of the Residual Certificates will not be payments of interest. The Taxation of Securitisation Companies (Amendment) Regulations 2018 remove the obligation for a securitisation company to apply withholding tax to payments it makes which are "annual payments". This covers residual payments made under the Residual Certificates.

U.S. Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting or related requirements. The Issuer may be a foreign financial institution for these purposes.

A number of jurisdictions (including the United Kingdom) have entered into, or agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of the IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes.

Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes and the Residual Certificates, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes and the Residual Certificates, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Notes and the Residual Certificates characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register generally would be "grandfathered" for the purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the Issuer). In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes and the Residual Certificates, no person will be required to pay additional amounts as a result of the withholding.

SUBSCRIPTION AND SALE

SUBSCRIPTION OF THE NOTES

The Joint Lead Managers, the Joint Arrangers, the Issuer and the Seller are parties to the Subscription Agreement. Pursuant to the Subscription Agreement, the Joint Lead Managers have agreed, subject to certain conditions, to subscribe, or to procure subscriptions, for:

(a) £120,099,000 of the Class A Notes;

(b) £25,094,000 of the Class B Notes;

(c) £16,132,000 of the Class C Notes;

(d) £5,377,000 of the Class D Notes;

(e) £6,722,000 of the Class E Notes;

(f) £5,825,000 of the Class F Notes; and

(g) £12,265,000 of the Class X1 Notes,

and will distribute such Notes to potential investors. CGML, as a purchaser from the Joint Lead Managers, will acquire (and initially hold) 95% of each Class of the Collateralised Notes and 100% of the Class X1 Notes on the Closing Date. CGML is free to deal with these Collateralised Notes and the Class X1 Notes in its sole discretion and may or may not sell any or all of these Collateralised Notes or any or all of the Class X1 Notes to subsequent purchasers in individually negotiated transactions at negotiated prices which may or may not vary among different purchasers and which may be greater or less than the issue price of the Collateralised Notes or the Class X1 Notes, as applicable.

The Seller will purchase the remaining Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes and will purchase 100% of the Class X2 Notes and the Residual Certificates under the Subscription Agreement. The Seller is free to deal with the Class X2 Notes and the Residual Certificates in its sole discretion.

Pursuant to the Subscription Agreement, Blue, as Seller, will, for as long as the Notes are outstanding, retain a material net economic interest of not less than 5 per cent. in the securitisation as required by Article 6(1) of the Securitisation Regulation (which does not take into account any corresponding national measures). As at the Closing Date and while any of the Notes remain outstanding, the Retained Interest will comprise Blue holding at least 5 per cent. of the nominal value of each Class of Collateralised Notes sold or transferred to investors on the Closing Date, as required by Article 6(3)(a) of the Securitisation Regulation. Any change to the manner in which such interest is held will be notified to the Noteholders and Certificateholders.

The Seller has agreed to pay each Joint Lead Manager a placement commission on the Notes and the Residual Certificates, as agreed between the parties to the Subscription Agreement. The Seller has further agreed to reimburse each of the Joint Lead Managers for certain of its expenses in connection with the issue of the Notes and the Residual Certificates.

Pursuant to the Subscription Agreement, the Seller and the Issuer have agreed to indemnify the Joint Lead Managers as more specifically described in the Subscription Agreement, for and against certain Losses and liabilities in connection with certain representations in respect of, *inter alia*, the accurateness of certain information contained in this Prospectus.

In the Subscription Agreement, the Issuer has made certain representations and warranties in respect of its legal and financial matters.

SELLING RESTRICTIONS

General

All applicable laws and regulations must be observed in any jurisdiction in which the Notes and the Residual Certificates may be offered, sold or delivered. The Joint Lead Managers have not, directly or indirectly, offered, sold or delivered, and have agreed that they will not, directly or indirectly, offer, sell or deliver any of the Notes or the Residual Certificates or distribute this Prospectus, the Preliminary Prospectus or any other offering material relating to the Notes or the Residual Certificates, in or from any jurisdiction except under circumstances that will result in compliance with the applicable laws and regulations of such jurisdiction, to the best of the Joint Lead Managers' knowledge and belief, and that the Joint Lead Managers have not imposed, and will not impose, any obligations on the Issuer except as set out in the Subscription Agreement.

Investor representations

Except with the prior consent of the Seller and where such sale falls within the exemption provided by Section 20 of the U.S. Risk Retention Rules the Notes and the Residual Certificates sold as part of the initial distribution of the Notes and the Residual Certificates may not be purchased by, or for the account or benefit of, any person except for persons that are not Risk Retention U.S. Persons. Prospective investors should note that, although the definition of "U.S. person" in the U.S. Risk Retention Rules is similar to the definition of "U.S. person" in Regulation S, the definitions are not identical and that persons who are not "U.S. Persons" under Regulation S may be "U.S. Persons" under the U.S. Risk Retention Rules.

Each purchaser of the Notes and/or Residual Certificates (which term for the purposes of this section will be deemed to include any interest in the Notes and/or Residual Certificates, including Book-Entry Interests) during the initial distribution will be deemed to have represented and agreed as follows: it (1) either (i) is not a Risk Retention U.S. Person or (ii) has obtained a U.S. Risk Retention Waiver from the Seller, (2) is acquiring such Note and/or Residual Certificate or a beneficial interest therein for its own account and not with a view to distribute such Notes and/or Residual Certificates and (3) is not acquiring such Note and/or Residual Certificate or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules (including acquiring such Note and/or Residual Certificate through a non-Risk Retention U.S. Person, rather than a Risk Retention U.S. Person, as part of a scheme to evade the 10 per cent. Risk Retention U.S. Person limitation in the exemption provided for in Section 20 of the U.S. Risk Retention Rules).

The Seller, the Issuer and the Joint Lead Managers have agreed that the determination of the proper characterisation of potential investors for such restriction or for determining the availability of the exemption provided for in the U.S. Risk Retention Rules is solely the responsibility of the Seller, and none of the Joint Lead Managers or any person who controls such person or any director, officer, employee, agent or Affiliate of such person shall have any responsibility for determining the proper characterisation of potential investors for such restriction or for determining the availability of the exemption provided for in the U.S. Risk Retention Rules, and none of the Joint Lead Managers or any person who controls it or any director, officer, employee, agent or Affiliate of such person accepts any liability or responsibility whatsoever for any such determination or characterisation. Prospective investors should consult their own advisors as to the U.S. Risk Retention Rules.

Investors' representations and restrictions on resale

Each purchaser of the Notes and/or Residual Certificates (which term for the purposes of this section will be deemed to include any purchaser of beneficial interests in the Notes and/or Residual Certificates, including interests represented by a global note and Book-Entry Interests) will be deemed to have represented to the Issuer, the Registrar, the Seller and the Joint Lead Managers and agreed as follows:

(1) it is not a "U.S. person" (within the meaning of Regulation S) or an affiliate of the Issuer or a person acting on behalf of such an affiliate and is acquiring such Notes and/or Residual Certificates for its own account or as a fiduciary or agent for other non-U.S. persons in an offshore transaction (as defined in Regulation S, an **offshore transaction**) pursuant to an exemption from registration provided by Regulation S;

(2) the Notes and the Residual Certificates are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the Securities Act and such Notes and the Residual Certificates have not been and will not be registered under the Securities Act or securities laws or "blue sky" laws of any state or other jurisdiction of the United States and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth herein; and

(3) it understands that the Issuer, the Registrar, the Seller and the Joint Lead Managers and their affiliates, and others will rely upon the truth and accuracy of the acknowledgements, representations and agreements contained in this section "*Selling Restrictions*."

United States of America and its Territories

The Notes and the Residual Certificates have not been and will not be registered under the U.S. Securities Act or the securities laws or "blue sky" laws of any state or other jurisdiction of the United States, and may not be offered, or sold within the United States or to, or for the account or benefit of, U.S. Persons except pursuant to an exemption from, or in a transaction not subject to the registration requirements of the Securities Act and in compliance with any applicable state or local securities laws and under circumstances which would not require the Issuer to register under the Investment Company Act. In connection with the initial distribution of the securities offered hereby, the Notes and Residual Certificates will be offered and sold only outside the United States to persons who are not U.S. Persons. There has been and will be no public offering of the Notes or Residual Certificates in the United States.

The Notes and the Residual Certificates may not be reoffered, resold, pledged or otherwise transferred except in an offshore transaction in accordance with Regulation S. Any offers, sales or deliveries of the Notes and/or the Residual Certificates in the United States or to U.S. persons by an investor purchasing in an offshore transaction pursuant to Regulation S prior to the date that is 40 days after the later of (i) the commencement of the offering of the Notes and the Residual Certificates and (ii) the Closing Date, may constitute a violation of United States law.

Each of the Joint Lead Managers represents and agrees that it has not offered or sold the Notes or the Residual Certificates, and will not offer or sell the Notes or the Residual Certificates (i) as part of its distribution at any time or (ii) otherwise until forty (40) calendar days after the later of (a) the date the Notes and the Residual Certificates are first offered to persons other than distributors in reliance on Regulation S and (b) the Closing Date, except, in either case, only in accordance with Rule 903 of Regulation S under the Securities Act. Neither the Joint Lead Managers nor their respective affiliates nor any persons acting on their behalf have engaged or will engage in any directed selling efforts with respect to the Notes or the Residual Certificates, and they have complied and will comply with the offering restrictions requirements of Regulation S under the Securities Act. At or prior to confirmation of sale of Notes and the Residual Certificates, the Joint

Lead Managers will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes or Residual Certificates from them during the distribution compliance period a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), and may not be offered or 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 or (ii) otherwise until forty (40) calendar days after the later of (a) the date the Notes and the Residual Certificates are first offered to persons other than distributors in reliance on Regulation S and (b) the Closing Date, except in either case, in accordance with Regulation S under the Securities Act. Terms used above have the meaning given to them in Regulation S under the Securities Act".

Terms used in this section have the meaning given to them in Regulation S under the Securities Act.

United Kingdom

Each of the Joint Lead Managers have represented, warranted and agreed that:

(a) it has 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 and the Residual Certificates in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes and the Residual Certificates in, from or otherwise involving the United Kingdom.

Ireland

Each of the Joint Lead Managers have represented, warranted and agreed that any offer, sale, placement or underwriting of, or any other action in connection with, the Notes in or involving Ireland must be in conformity with the following:

(a) the provisions of the Prospectus (Directive 2003/71/EC) Regulations 2005 and any rules issued by the Central Bank of Ireland under Section 1363 of the Companies Act 2014 and the Prospectus (Directive 2003/71/EC) (Amendment) Regulations 2014 of Ireland, the provisions of the Companies Acts 1963 to 2012 of Ireland, including any rules issued under Section 51 of the Investment Funds, Companies and Miscellaneous Provisions Act 2005 of Ireland (as amended) by the Central Bank of Ireland and the Central Bank Acts 1942 to 2015 of Ireland (as amended) and any codes of conduct made under Section 117(1) of the Central Bank Act 1989 (as amended);

(b) the provisions of the Market Abuse (Directive 2003/6/EC) Regulations 2005 of Ireland (as amended) and any rules made by the Central Bank of Ireland pursuant thereto, including any rules issued under Section 34 of the Investments Funds, Companies and Miscellaneous Provisions Act 2005 of Ireland; and

(c) the provisions of the European Communities (Markets in Financial Instruments) Regulations 2007 (Nos. 1 to 3) (as amended) including, without limitation, Regulations 7 and 152 thereof and any codes of conduct used in connection therewith and the provisions of the Investor Compensation Act 1998 (as amended).

Prohibition of Sales to EEA and UK Retail Investors

Each of the Joint Lead Managers have represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes or Residual Certificates to any retail investor in the EEA or in the United Kingdom. For the purposes of this provision:

(a) the expression "retail investor" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or

(ii) a customer within the meaning of 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) not a qualified investor as defined in 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 and the Residual Certificates to be offered so as to enable an investor to decide to purchase or subscribe for the Notes and the Residual Certificates.

General

Each of the Joint Lead Managers has undertaken that it will not, directly or indirectly, offer or sell any Notes or the Residual Certificates or have in its possession, distribute or publish any offering circular, prospectus, form of application, advertisement or other document or information in respect of the Notes or the Residual Certificates in any country or jurisdiction except under circumstances that will, to the best of its knowledge and belief, result in compliance with any applicable laws and regulations, and all offers and sales of Notes and the Residual Certificates by it will be made on the same terms.

Legend

Unless determined otherwise by the Issuer in accordance with applicable law and so long as any series of the Notes and/or Residual Certificates are outstanding, each Global Note and Global Residual Certificate will bear a legend substantially as set forth below:

NEITHER THIS SECURITY NOR BENEFICIAL INTERESTS HEREIN HAVE BEEN OR WILL BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**), OR THE SECURITIES LAWS OR "BLUE SKY" LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. THE ISSUER HAS NOT BEEN REGISTERED AND DOES NOT INTEND TO REGISTER AS AN INVESTMENT COMPANY UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED, AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE UNITED STATES OR TO, FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) (1) AS PART OF THEIR DISTRIBUTION AT ANY TIME OR (2) OTHERWISE.

PRIOR TO THE DATE THAT IS 40 DAYS AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING OF THE NOTES AND THE RESIDUAL CERTIFICATES AND THE CLOSING OF THE OFFERING OF THE NOTES AND THE RESIDUAL CERTIFICATES, ANY TRANSFER THEREOF MAY ONLY BE MADE TO A NON-U.S. PERSON IN AN OFFSHORE TRANSACTION MEETING THE REQUIREMENTS OF RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT (REGULATION S) OR PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. ANY PURPORTED TRANSFER

OF THIS SECURITY THAT DOES COMPLY WITH THE FOREGOING REQUIREMENTS SHALL BE NULL AND VOID AB INITIO. THE ISSUER HAS NOT BEEN REGISTERED AND DOES NOT INTEND TO REGISTER AS AN INVESTMENT COMPANY UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED.

EXCEPT WITH THE PRIOR WRITTEN CONSENT OF THE SELLER (A **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 U.S. SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (THE **U.S. RISK RETENTION RULES**), THIS SECURITY AND BENEFICIAL INTERESTS HEREIN 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**). EACH PURCHASER OF THE NOTES AND/OR THE RESIDUAL CERTIFICATES OR A BENEFICIAL INTEREST THEREIN ACQUIRED IN THE INITIAL DISTRIBUTION THEREOF BY ITS ACQUISITION OF SUCH NOTE, RESIDUAL CERTIFICATE OR BENEFICIAL INTEREST THEREIN, WILL BE DEEMED TO HAVE MADE CERTAIN REPRESENTATIONS AND AGREEMENTS, INCLUDING THAT IT (1) EITHER (i) IS NOT A RISK RETENTION U.S. PERSON OR (ii) IT HAS OBTAINED A U.S. RISK RETENTION WAIVER FROM THE SELLER, (2) IS ACQUIRING SUCH NOTE OR RESIDUAL CERTIFICATE OR A BENEFICIAL INTEREST THEREIN FOR ITS OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE SUCH NOTE OR RESIDUAL CERTIFICATE, AND (3) IS NOT ACQUIRING SUCH NOTE OR RESIDUAL CERTIFICATE OR A BENEFICIAL INTEREST THEREIN AS PART OF A SCHEME TO EVADE THE REQUIREMENTS OF THE U.S. RISK RETENTION RULES (INCLUDING ACQUIRING SUCH NOTE THROUGH A NON-RISK RETENTION U.S. PERSON, RATHER THAN A RISK RETENTION U.S. PERSON, AS PART OF A SCHEME TO EVADE THE 10 PER CENT. RISK RETENTION U.S. PERSON LIMITATION IN THE EXEMPTION PROVIDED FOR IN SECTION 20 OF THE U.S. RISK RETENTION RULES).

THIS NOTE IS NOT TRANSFERABLE EXCEPT IN ACCORDANCE WITH THE RESTRICTIONS DESCRIBED IN THIS NOTE AND IN THE TRUST DEED. ANY SALE OR TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID AB INITIO, AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE NOTE TRUSTEE OR ANY INTERMEDIARY. EACH TRANSFEROR OF THIS NOTE AGREES TO PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS SET OUT IN THIS NOTE AND IN THE TRUST DEED TO THE TRANSFEREE.

GENERAL INFORMATION

1. Subject of this Prospectus

This Prospectus relates to GBP 207,556,000 aggregate principal amount of the Notes and the Residual Certificates issued by Azure Finance No.2 plc, 1 Bartholomew Lane, London EC2N 2AX.

2. Authorisation

The issue of the Notes and the Residual Certificates was authorised by a resolution of the board of directors of Azure Finance No.2 plc, passed on 23 July 2020.

3. Litigation

Neither the Issuer is, or has been since its incorporation, nor the Seller is, or – during the period covering at least the previous 12 months – has been, engaged in any governmental, legal or arbitration proceedings which may have or have had during such period a significant effect on their respective financial position or profitability, and, as far as the Issuer and the Seller are aware, no such governmental, legal or arbitration proceedings are pending or threatened, respectively.

4. Payment information and post-issuance information

Subject to paragraph 9 (*Reporting*) below, the Issuer does not intend to provide any post-issuance transaction information regarding the Notes or the Residual Certificates to be admitted to trading on the regulated market of Euronext Dublin and the performance of the underlying Purchased Receivables, except if required by any applicable laws and regulations.

For as long as the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes, the Class X1 Notes and the Class X2 Notes are listed on the official list and are admitted to trading on the regulated market of Euronext Dublin, the Issuer will inform Euronext Dublin of the Class A Interest Amounts, the Class B Interest Amounts, the Class C Interest Amounts, the Class D Interest Amounts, the Class E Interest Amounts, the Class F Interest Amounts, the Class X1 Interest Amounts, the Class X2 Interest Amounts, the Interest Periods, the Class A Interest Rates, the Class B Interest Rates, the Class C Interest Rates, the Class D Interest Rates, the Class E Interest Rates, the Class F Interest Rates, the Class X1 Interest Rates and the Class X2 Interest Rates and, if relevant, the payments of principal on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes, the Class X1 Notes and the Class X2 Notes, in each case in the manner described in the Conditions.

Payments and transfers of the Notes and the Residual Certificates will be settled through Clearstream, Luxembourg and Euroclear, as described herein. The Notes and the Residual Certificates have been accepted for clearing by Clearstream, Luxembourg and Euroclear.

The Seller, in its role as Servicer, will, on behalf of the Issuer, for as long as the Class A Notes or (if possible in accordance with the Bank of England eligibility criteria in force from time to time) any other Class of Notes otherwise satisfy the Bank of England eligibility criteria, make loan level data available in such a manner as required to comply with the Bank of England eligibility criteria and transparency criteria for asset backed securities (as set out in the Detailed Information Transparency for Asset-Backed Securities for Auto-loan ABS of 11 October 2019 as amended and applicable from time to time).

5. Material adverse change

There has been no material adverse change in the financial position or prospects of the Issuer since its incorporation.

6. Miscellaneous

As at the date hereof, the Issuer has not commenced operations and no statutory or non-statutory accounts in respect of any fiscal year of the Issuer have been prepared. The Issuer will not publish interim accounts. The fiscal year in respect of the Issuer is the calendar year.

7. Publication of documents

This Prospectus will be made available to the public by publication in electronic form on the website of Euronext Dublin (www.ise.ie).

8. Listing and admission to trading

Application has been made to Euronext Dublin for the Notes to be admitted to the Official List of Euronext Dublin and to trading on its regulated market, subject only, in the case of the Class A Notes, to the issue of the Global Note representing the Class A Notes and, in the case of the Class B Notes, to the issue of the Global Note representing the Class B Notes and, in the case of the Class C Notes, to the issue of the Global Note representing the Class C Notes and, in the case of the Class D Notes, to the issue of the Global Note representing the Class D Notes and, in the case of the Class E Notes, to the issue of the Global Note representing the Class E Notes and, in the case of the Class F Notes, to the issue of the Global Note representing the Class F Notes in the case of the Class X1 Notes, to the issue of the Global Note representing the Class X1 Notes and, in the case of the Class X2 Notes, to the issue of the Global Note representing the Class X2 Notes. The issue of the Notes will be cancelled if the related Global Notes, as applicable, are not issued. The estimated aggregate cost of the foregoing applications for admission to the Official List of Euronext Dublin and admission to trading on its regulated market is approximately EUR 10,000. It is expected that the Notes will be admitted to trading on the Closing Date.

Arthur Cox Listing Services Limited is acting solely in its capacity as Irish Listing Agent for the Issuer 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.

Any website referred to in this document does not form part of the Prospectus and has not been scrutinised or approved by the Central Bank of Ireland.

From the date of this Prospectus and for so long as the Notes are admitted to the Official List of Euronext Dublin and to trading on its regulated market, copies of the following documents may be inspected in physical form or in electronic form at the registered office of the Issuer during usual business hours, on any weekday (public holidays excepted) and made available on the Reporting Website and on the structured finance website of https://sf.citidirect.com:

(a) the articles of incorporation of the Issuer;

(b) the resolutions of the board of directors of the Issuer approving the issue of the Notes;

(c) the Monthly Investor Reports;

(d) all notices given to the Noteholders pursuant to the Conditions; and

(e) this Prospectus and all Transaction Documents referred to in this Prospectus.

9. Reporting

Please see the section entitled "*EU RISK RETENTION AND SECURITISATION REGULATION REPORTING*" for information in relation to (i) the reporting to be provided by, or on behalf of, the Issuer (in its capacity as reporting entity for the purposes of Article 7(2) of the Securitisation Regulation and (ii) the information that the Servicer (on behalf of the Seller as the originator for the purposes of the Securitisation Regulation) will make available for the purposes of Article 7 and Article 22 of the Securitisation Regulation.

10. ICSDs

Euroclear Bank SA/NV
1 Boulevard du Roi Albert II
B-1210 Brussels
Belgium

Clearstream Banking S.A.
42 Avenue JF Kennedy
L-1885 Luxembourg

11. LEI

The Issuer's Legal Entity Identifier (LEI) is 213800O5Z4Y2QLJZQT22.

12. Clearing codes

	ISIN	Common Code
Class A Notes	XS2202758848	220275884
Class B Notes	XS2202759499	220275949
Class C Notes	XS2202759572	220275957
Class D Notes	XS2202759739	220275973
Class E Notes	XS2202759812	220275981
Class F Notes	XS2202760075	220276007
Class X1 Notes	XS2202760406	220276040
Class X2 Notes	XS2208083860	220808386
Residual Certificates	XS2202761800	220276180

GLOSSARY OF DEFINED TERMS

The following is part of the Master Definitions Schedule. The Master Definitions Schedule will be attached to the Conditions and constitutes an integral part of the Conditions – in case of any overlap or inconsistency in the definitions of a term or expression in this Glossary of Defined Terms and elsewhere in this Prospectus, the definitions of this Glossary of Defined Terms will prevail.

The parties to the Master Definitions Schedule agree that, except where expressly stated to the contrary or where the context otherwise requires, the definitions set out below shall apply to terms or expressions referred to but not otherwise defined in each Transaction Document.

"**Account Bank**" means Citibank, N.A., London Branch or any successor thereof or any other person appointed as replacement Account Bank from time to time in accordance with the Bank Account Agreement.

"**Additional Account**" means any account opened in the name of the Issuer from time to time (whether a new account or a replacement or supplement for any existing Issuer Account), in each case excluding the Transaction Account, the Reserve Fund and the Cap Collateral Account and any successors thereto.

"**Adverse Claim**" means any mortgage, charge, pledge, hypothecation, lien or other security interest or encumbrance or other right or claim under the laws of any jurisdiction, of or on any person's assets or properties in favour of any other person.

"**Affiliate**" means, in relation to any corporate entity, a holding company or subsidiary of such corporate entity or a subsidiary of the holding company of such corporate entity (the terms "holding company" and "subsidiary" having the meaning given to them by the Companies Act 2006).

"**Agency Agreement**" means the agency agreement entered into by the Issuer, the Servicer, the Security Trustee, the Paying Agent, the Interest Determination Agent, the Registrar, the Account Bank and the Note Trustee on or about the Closing Date.

"**Agent**" means the Paying Agent, the Interest Determination Agent and/or the Registrar (as applicable).

"**Aggregate Outstanding Note Principal Amount**" means the aggregate of the Outstanding Note Principal Amount of a Class of Notes on any date (where such date is an Interest Payment Date, taking into account any principal redemption on such Interest Payment Date).

"**Aggregate Outstanding Principal Balance**" means, on any date, the aggregate of the Outstanding Principal Balance of all Purchased Receivables.

"**Alternative Benchmark Rate**" has the meaning given to that term in Condition 12(b)(iii) (*Amendments and waiver*) and Residual Certificate Condition 10(b)(iii) (*Amendments and waiver*).

"**Ancillary Rights**" means, in relation to a Purchased Receivable, the ancillary rights associated with such Receivable, including the following as the context requires:

(a) the right to demand, sue for, recover, receive and give receipts for all amounts due (whether or not from the relevant Obligor) under, relating to or in connection with the related HP Agreement;

(b) the benefit of all covenants and undertakings from the relevant Obligor and from any guarantor under, relating to or in connection with the related HP Agreement;

(c) the benefit of all causes of action against the relevant Obligor and any guarantor under, relating to or in connection with the related HP Agreement;

(d) the right to receive the Vehicle Sale Proceeds;

(e) the benefit of the Seller in any motor vehicle insurance policy for the Vehicle to which such Receivable is related and any proceeds thereunder paid to the Seller; and

(f) the benefit of any other rights, title, interests, powers or benefits of the Seller in relation to the related HP Agreement (other than title to the Vehicle), including any claims against a Dealer in respect of a Vehicle,

other than ownership of the related Vehicle and other than any Excluded Amounts (and for the purpose of this definition references to "**guarantees**" shall be deemed to include all other indemnities, security, collateral or other documents, agreements or arrangements whatsoever whereby any person (including, but without limitation, any Obligor) agrees to make any payment to the Seller in respect of that Obligor's obligations under the relevant HP Agreement or to provide any security therefor and "**guarantors**" shall be construed accordingly).

"**Applicable Benchmark Rate**" has the meaning given to that term in Condition 12(b)(iii) (*Amendments and waiver*) and Residual Certificate Condition 10(b)(iii) (*Amendments and waiver*).

"**APR**" means annual percentage rate.

"**Available Principal Receipts**" means, in respect of any Calculation Period and the immediately succeeding Interest Payment Date, an amount equal to the sum of (without double counting):

(a) all Principal Receipts received by the Issuer (including, for the avoidance of doubt, into a Collection Account) during such Calculation Period (in each case, excluding any Reconciliation Amounts to be applied as Available Revenue Receipts on that Interest Payment Date);

(b) the amount, if any, to be credited to the Principal Deficiency Ledger pursuant to items (f), (i), (l), (o), (r) and (u) of the Pre-Acceleration Revenue Priority of Payments on the relevant Interest Payment Date;

(c) on each Interest Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Principal Receipts in accordance with the Cash Management Agreement;

(d) any Principal Receipts (other than those Principal Receipts referred to in (a) above) that have not been applied on the immediately preceding Interest Payment Date; and

(e) on a Repurchase Date on which the Clean-Up Call is exercised, all amounts relating to the Calculation Period in which the Clean-Up Call is exercised standing to the credit of the Transaction Account (excluding the balance on the Issuer Profit Ledger) on the date which is two Business Days prior to the Repurchase Date,

excluding any payments received by the Issuer in error which have been identified by the Servicer and communicated to the Cash Manager accordance with the Servicing Agreement.

"**Available Revenue Receipts**" means, in respect of any Calculation Period and the immediately following Interest Payment Date, an amount equal to the sum of (without double counting):

(a) all Revenue Receipts received by the Issuer (including, for the avoidance of doubt, into a Collection Account) during such Calculation Period (in each case, excluding any Reconciliation Amounts to be applied as Available Principal Receipts on that Interest Payment Date);

(b) interest received on any Issuer Account (other than any Cap Collateral Account);

(c) amounts received by the Issuer under the Cap Agreement (other than any (1) early termination amount (save to the extent such early termination amount or part thereof is in excess of any premium due to a replacement Cap Provider) or (2) Replacement Cap Premium (save to the extent such Replacement Cap Premium or any part thereof is in excess of any termination payment due to the relevant outgoing Cap Provider), (3) any Cap Collateral, or (4) Cap Tax Credits or (5) any Excess Cap Collateral);

(d) on each Interest Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Revenue Receipts in accordance with the Cash Management Agreement;

(e) the aggregate of all Available Principal Receipts (if any) which are applied as Surplus Available Principal Receipts;

(f) any Revenue Receipts (other than those Revenue Receipts referred to in (a) above) that have not been applied on the immediately preceding Interest Payment Date;

(g) the Reserve Fund Release Amount, provided that this is only available for payments under (a) to (d), (g), (j), (m), (p) and (s) of the Pre-Acceleration Revenue Priority of Payments;

(h) on the Final Class A Interest Payment Date, the Final Class B Interest Payment Date, the Final Class C Interest Payment Date, the Final Class D Interest Payment Date, the Final Class E Interest Payment Date, the Final Class F Interest Payment Date, on the date on which the Aggregate Outstanding Principal Balance is zero and the Legal Maturity Date, all amounts on the applicable sub-ledger(s) of the Reserve Fund Ledger; and

(i) the Reserve Fund Excess Amount,

but, for the avoidance of doubt, excluding any Issuer Profit Amount retained by the Issuer on any previous Interest Payment Date, (without double counting any amounts excluded from the definition of Revenue Receipts) any amounts which have been applied as Permitted Revenue Withdrawals by the Issuer during the immediately preceding Calculation Period and any payments received by the Issuer in error which have been identified by the Servicer and communicated to the Cash Manager accordance with the Servicing Agreement.

"**Bank Account Agreement**" means the bank account agreement entered into by the Issuer, the Account Bank, the Note Trustee, the Security Trustee and the Cash Manager on or about the Closing Date.

"**Basic Terms Modification**" has the meaning given to it in Condition 12(a)(iv) and Residual Certificate Condition 10(a)(iv).

"**Benchmark Rate Modification**" has the meaning given to that term in Condition 12(b)(iii) (*Amendments and waiver*) and Residual Certificate Condition 10(b)(iii) (*Amendments and waiver*).

"**Benchmark Rate Modification Certificate**" has the meaning given to that term in Condition 12(b)(iii) (*Amendments and waiver*) and Residual Certificate Condition 10(b)(iii) (*Amendments and waiver*).

"**Benchmarks Regulation**" means the Benchmarks Regulation (Regulation (EU) 2016/1011).

"**Benchmark Trigger Event**" has the meaning given to it in the Cap Agreement.

"**Blue**" means Blue Motor Finance Limited.

"**BMF DD Collection Account**" means an account held with the Collection Account Bank in the name of the BMF DD Collection Account Holder into which all Obligors are directed to make payment in respect of the Purchased Receivables (other than prepayments and certain other exceptional payments to be received from Obligors, which Obligors are directed to pay to the Seller Collection Account).

"**BMF DD Collection Account Bank Agreement**" means the account bank agreement dated on or about 22 October 2014 between, among others, the BMF DD Collection Account Holder and the Collection Account Bank.

"**BMF DD Collection Account Declaration of Trust**" means the trust declared by the BMF DD Collection Account Holder on or about the Closing Date in favour of, among others, the Issuer over the aggregate amount standing to the credit of the BMF DD Collection Account which relates to Purchased Receivables.

"**BMF DD Collection Account Holder**" means Blue Motor Finance DD Limited.

"**Book-Entry Interests**" means the beneficial interests in the Global Notes.

"**Broker**" means any intermediary that has introduced an Obligor to the Seller, having the relevant permission under the FSMA to carry on in relation to the related HP Agreement the regulated activity of "credit broking" as defined in Article 36A(1) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.

"**Business Day**" means a day (other than a Saturday or a Sunday) on which banks are generally open for business in London.

"**Business Day Convention**" means that if any due date specified in a Transaction Document for performing a certain task (and in particular, payment of any amount) is not a Business Day, such task shall be performed (or such payment shall be made) on the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such task shall be performed on the immediately preceding Business Day (*Modified Following Business Day Convention*).

"**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 Agent**" means, in relation to the Cap Agreement, the Cap Provider, provided that if the Cap Provider is a defaulting party, the Issuer may, by giving written notice to the Cap Provider, appoint a substitute Calculation Agent that is a leading, independent dealer in the interest rate derivatives market.

"**Calculation Date**" means in relation to each Calculation Period the third Business Day prior to the Interest Payment Date immediately following such Calculation Period, with the first Calculation Date falling on 17 September 2020.

"**Calculation Period**" means the monthly servicing and cash management reporting period from (and including) the first day of each calendar month to (but excluding) the first day of the following month or, in the case of the first Calculation Period, from (and including) the Cut-Off Date to (but excluding) 31 August 2020.

"**Cap Agreement**" means the cap agreement, dated and executed on or about the date of this Prospectus between the Issuer and the Cap Provider pursuant to the ISDA Master Agreement, the schedule thereto, an interest rate cap confirmation and a related credit support annex thereunder.

"**Cap Collateral**" means an amount equal to the value of the collateral (or the applicable part of any collateral) provided by the Cap Provider to the Issuer in respect of that Cap Provider's obligations to transfer collateral to the Issuer under the Cap Agreement and includes any interest and distributions in respect thereof.

"**Cap Collateral Account**" means the cap collateral account of the Issuer opened on or before the Closing Date with the Account Bank or any successor account.

"**Cap Notional Amount**" means, on any Interest Payment Date, the notional amount for the related Interest Period as set out in the amortisation schedule appended to the interest rate cap transaction confirmation entered into under the Cap Agreement.

"**Cap Premium**" means the premium payable by the Issuer to the Cap Provider upon entry into the Cap Agreement on or about the Closing Date.

"**Cap Provider**" means Barclays Bank PLC.

"**Cap Rate**" means the cap rate under, and as defined in, the Cap Agreement, being 0.75%.

"**Cap Tax Credits**" means any credit, allowance, set-off or repayment, which is received by the Issuer in respect of tax from the tax authorities of any jurisdiction relating to any deduction or withholding giving rise to an increased payment by the Cap Provider to the Issuer, the amounts of which will be applied by the Issuer in accordance with the Cash Management Agreement.

"**Cap Termination Payment**" means any amounts due by the Cap Provider to the Issuer or (when the Cap Provider has posted Cap Collateral to the Cap Collateral Account, and depending on the valuation) from the Issuer to the Cap Provider, under the Cap Agreement following a close out netting under Section 6(e) of the ISDA Master Agreement as amended by the Cap Agreement.

"**Car Data Register**" means the company with which the Seller registers its interest in a Vehicle from time to time, which at the Closing Date is HPI Limited.

"**Cash Management Agreement**" means the cash management agreement dated on or about the Closing Date among the Issuer, the Cash Manager, the Seller, the Servicer, the Note Trustee and the Security Trustee.

"**Cash Manager**" means the person appointed as cash manager, any successor thereof or any other person appointed as replacement cash manager from time to time in accordance with the Cash Management Agreement, which on the Closing Date is Citibank, N.A., London Branch, acting through its office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB.

"**Cash Manager Termination Event**" means any of:

(a) the Cash Manager fails to instruct a deposit or payment, when such instruction is required to be made by it under the Cash Management Agreement and such failure remains unremedied for three Business Days (where capable of remedy) following the Cash Manager having actual knowledge of, or being notified in writing of, such failure;

(b) a default is made by the Cash Manager in the performance or observance of any of its other covenants and obligations under the Cash Management Agreement, which in the opinion of the Security Trustee is materially prejudicial to the interests of the Secured Creditors and, where capable of remedy, such default continues unremedied for a period of 30 Business Days after the earlier of the Cash Manager having actual knowledge of such default and receipt by the Cash Manager of written notice from the Issuer or the Security Trustee, as applicable, requiring the same to be remedied;

(c) it is or will become unlawful for the Cash Manager to perform or comply with any of its obligations under the Cash Management Agreement; or

(d) an Insolvency Event occurs in respect of the Cash Manager.

"**CCA**" means the Consumer Credit Act 1974, as amended by the Consumer Credit Act 2006 and associated secondary legislation.

"**CCA Compensation Amount**" means the amount, calculated by the Servicer in accordance with clause 11.1(f)(i) (*Undertakings of the Servicer*) of the Servicing Agreement, to compensate the Issuer for any loss caused as a result of a breach of the Seller Receivables Warranties arising as a result of any Purchased Receivables or related HP Agreement (or part thereof) being determined illegal, invalid, unenforceable or non-binding under the CCA or the FSMA.

"**CCA Compensation Payment**" means the payment made by the Seller to the Issuer in respect of the CCA Compensation Amount.

"**Certificateholder**" means the person in whose name a Residual Certificate is registered at the relevant time in the Register or, in the case of a joint holding, the first named person; provided that, so long as any of the Residual Certificates are represented by the Global Residual Certificate, the term "**Certificateholder**" will include the persons for the time being set out in the records of Euroclear and/or Clearstream, Luxembourg, as the holders of a particular number of Residual Certificates for all purposes other than in respect of payments on such Residual Certificates, the right to which will be vested as against the Issuer solely in the holder of the Global Residual Certificate in accordance with and subject to its terms.

"**Charged Documents**" means the Transaction Documents to which the Issuer is a party and all other contracts, documents, agreements and deeds to which it is, or may become, a party (other than the Deed of Charge, the Trust Deed, the Vehicle Declaration of Trust and the Scottish Supplemental Charge).

"**Charged Property**" means the property subject to the security created by the Issuer in favour of the Security Trustee for it and the other Secured Creditors pursuant to the Deed of Charge and/or the Scottish Supplemental Charge.

"**Class A Interest Amount**" means on each Interest Payment Date, the amount of interest payable pursuant to Condition 4(e) (*Calculations*) in respect of the Class A Notes held by a Class A Noteholder on such Interest Payment Date.

"**Class A Interest Rate**" has the meaning given to it in Condition 4(c) (*Interest Rate*).

"**Class A Interest Shortfall**" has the meaning given to it in Condition 6(a) (*Additional interest on the Class A Notes"*).

"**Class A Noteholders**" means the holders of the Class A Notes at the relevant time.

"**Class A Notes**" means the floating rate Class A Notes which are issued on the Closing Date in an initial Aggregate Outstanding Note Principal Amount of GBP 126,421,000.

"**Class B Interest Amount**" means on each Interest Payment Date, the amount of interest payable pursuant to Condition 4(e) (*Calculations*) in respect of the Class B Notes held by a Class B Noteholder on such Interest Payment Date.

"**Class B Interest Rate**" has the meaning given to it in Condition 4(c) (*Interest Rate*).

"**Class B Interest Shortfall**" has the meaning given to it in Condition 6(b) (*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*).

"**Class B Noteholders**" means the holders of the Class B Notes at the relevant time.

"**Class B Notes**" means the floating rate Class B Notes which are issued on the Closing Date in an initial Aggregate Outstanding Note Principal Amount of GBP 26,415,000.

"**Class C Interest Amount**" means on each Interest Payment Date, the amount of interest payable pursuant to Condition 4(e) (*Calculations*) in respect of the Class C Notes held by a Class C Noteholder on such Interest Payment Date.

"**Class C Interest Rate**" has the meaning given to it in Condition 4(c) (*Interest Rate*).

"**Class C Interest Shortfall**" has the meaning given to it in Condition 6(b) (*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*).

"**Class C Noteholders**" means the holders of the Class C Notes at the relevant time.

"**Class C Notes**" means the floating rate Class C Notes which are issued on the Closing Date in an initial Aggregate Outstanding Note Principal Amount of GBP 16,982,000.

"**Class D Interest Amount**" means on each Interest Payment Date, the amount of interest payable pursuant to Condition 4(e) (*Calculations*) in respect of the Class D Notes held by a Class D Noteholder on such Interest Payment Date.

"**Class D Interest Rate**" has the meaning given to it in Condition 4(c) (*Interest Rate*).

"**Class D Interest Shortfall**" has the meaning given to it in Condition 6(b) (*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*).

"Class D Noteholders" mean the holders of the Class D Notes at the relevant time.

"**Class D Notes**" means the floating rate Class D Notes which are issued on the Closing Date in an initial Aggregate Outstanding Note Principal Amount of GBP 5,661,000.

"**Class E Interest Amount**" means on each Interest Payment Date, the amount of interest payable pursuant to Condition 4(e) (*Calculations*) in respect of the Class E Notes held by a Class E Noteholder on such Interest Payment Date.

"**Class E Interest Rate**" has the meaning given to it in Condition 4(c) (*Interest Rate*).

"**Class E Interest Shortfall**" has the meaning given to it in Condition 6(b) (*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*).

"**Class E Noteholders**" means the holders of the Class E Notes at the relevant time.

"**Class E Notes**" means the floating rate Class E Notes which are issued on the Closing Date in an initial Aggregate Outstanding Note Principal Amount of GBP 7,076,000.

"**Class F Interest Amount**" means on each Interest Payment Date, the amount of interest payable pursuant to Condition 4(e) (*Calculations*) in respect of the Class F Notes held by a Class F Noteholder on such Interest Payment Date.

"**Class F Interest Rate**" has the meaning given to it in Condition 4(c) (*Interest Rate*).

"**Class F Interest Shortfall**" has the meaning given to it in Condition 6(b) (*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*).

"**Class F Noteholders**" means the holders of the Class F Notes at the relevant time.

"**Class F Notes**" means the floating rate Class F Notes which are issued on the Closing Date in an initial Aggregate Outstanding Note Principal Amount of GBP 6,132,000.

"**Class of Notes**" means each of the Class A Notes and/or the Class B Notes and/or the Class C Notes and/or the Class D Notes and/or the Class E Notes and/or the Class F Notes and/or the Class X Notes and like phrases shall be construed accordingly.

"**Class X Notes**" means the Class X1 Notes and Class X2 Notes.

"**Class X1 Interest Amount**" means on each Interest Payment Date, the amount of interest payable pursuant to Condition 4(e) (*Calculations*) in respect of the Class X1 Notes held by a Class X1 Noteholder on such Interest Payment Date.

"**Class X1 Interest Rate**" has the meaning given to it in Condition 4(c) (*Interest Rate*).

"**Class X1 Interest Shortfall**" has the meaning given to it in Condition 6(b) (*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*).

"**Class X1 Noteholders**" means the holders of the Class X1 Notes at the relevant time.

"**Class X1 Notes**" means the floating rate Class X1 Notes which are issued on the Closing Date in an initial Aggregate Outstanding Note Principal Amount of GBP 12,265,000.

"**Class X2 Interest Amount**" means on each Interest Payment Date, the amount of interest payable pursuant to Condition 4(e) (*Calculations*) in respect of the Class X2 Notes held by a Class X2 Noteholder on such Interest Payment Date.

"**Class X2 Interest Rate**" has the meaning given to it in Condition 4(c) (*Interest Rate*).

"**Class X2 Interest Shortfall**" has the meaning given to it in Condition 6(b) (*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*).

"**Class X2 Noteholders**" means the holders of the Class X2 Notes at the relevant time.

"**Class X2 Notes**" means the floating rate Class X2 Notes which are issued on the Closing Date in an initial Aggregate Outstanding Note Principal Amount of GBP 6,604,000.

"**Clean-Up Call**" means the Seller's right pursuant to the Receivables Sale and Purchase Agreement to repurchase all of the Purchased Receivables on any Interest Payment Date following the Determination Date on which the Aggregate Outstanding Principal Balance of all Purchased Receivables is equal to or less than 10% of the Aggregate Outstanding Principal Balance of all Purchased Receivables as at the Cut-Off Date (such right being subject to the satisfaction of the Clean-Up Call Conditions).

"**Clean-Up Call Conditions**" means, in relation to any exercise by the Seller of the Clean-Up Call, the following requirements:

(a) the Final Repurchase Price must be an amount as described in Condition 5(d)(i)(1) (*Clean-Up Call*); and

(b) the Seller shall have notified the Issuer of its intention to exercise the Clean-Up Call at least 10 calendar days prior to the contemplated settlement date of the Clean-Up Call.

"**Clearing Systems**" means Clearstream Banking S.A., Euroclear Bank SA/NV, DTC and/or such other clearing agency, settlement system, or depository as may from time to time be used in connection with the safekeeping of, or transactions relating to, securities, and any nominee, clearing agency, or depository for any of them.

"**Clearstream, Luxembourg**" means the Clearstream clearance system for internationally traded securities operated by Clearstream Banking S.A., and any successor thereto.

"**Closing Date**" means 28 July 2020.

"**Collateralised 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 F Notes.

"**Collection Account**" means the BMF DD Collection Account and/or the Seller Collection Account (as the context requires).

"**Collection Account Bank**" means Lloyds Bank plc.

"**Collection Account Declaration of Trust**" means the BMF DD Collection Account Declaration of Trust and/or the Seller Collection Account Declaration of Trust (as the context requires).

"**Collections**" means, in respect of each Purchased Receivable, all amounts of cash received by the Servicer in respect of such Purchased Receivable deriving from the related HP Agreement or Ancillary Rights from the Obligor or a third party, including any amounts representing Vehicle Sale Proceeds and any Recovery Collections.

"**Common Depositary**" means the common depositary in respect of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes, the Class X1 Notes, the Class X2 Notes and the Residual Certificates.

"**Common Safekeeper**" or "**CSK**" means the entity appointed by the ICSDs to provide safekeeping for the Notes in NSS form.

"**Compounded Daily SONIA**" has the meaning given to that term in Condition 4(d)(vi) (*Interest*).

"**Conditions**" means the terms and conditions of the Notes (which terms and conditions are set out in the Prospectus).

"**Corporate Services Agreement**" means the corporate services agreement entered into by the Issuer, Holdings, the Corporate Services Provider, the Security Trustee and the Share Trustee on or about the Closing Date under which the Issuer and Holdings have appointed the Corporate Services Provider to provide certain corporate and administrative services to each of them.

"**Corporate Services Provider**" means Intertrust Management Limited, acting through its office at 1 Bartholomew Lane, London EC2N 2AX.

"**COVID-19 Payment Deferral**" means a 'payment deferral' or other payment arrangement provided by the Servicer in accordance with FCA guidance to support consumer credit customers facing payment difficulties due to the SARS-CoV-2 novel coronavirus, disease pandemic.

"**COVID-19 Payment Deferral Receivable**" means a Purchased Receivable that is subject to a COVID-19 Payment Deferral following a successful application by the Obligor.

"**CRA15**" means the Consumer Rights Act 2015.

"**CRA Regulation**" means Regulation (EC) No 1060/2009 of the European Parliament on credit rating agencies, as amended by Regulation (EU) No 513/2011 and by Regulation (EU) No 462/2013 ("**CRA3**").

"**CRD**" means 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 Directives 2006/48/EC and 2006/49/EC.

"**CRD IV Package**" means CRD and CRR.

"**CRD V**" means Directive (EU) 2019/878 of the European Parliament and of the Council of 20 May 2019 amending Directive 2013/36/EU as regards exempted entities, financial holding companies, mixed financial holding companies, remuneration, supervisory measures and powers and capital conservation measures.

"**Credit and Collection Procedures**" means the origination, credit and collection procedures employed by the Seller from time to time in relation to the provision of Services as set out in the Servicing Agreement, as the same may from time to time be amended in accordance with the Transaction Documents.

"**Credit Support Annex**" means the credit support annex to the ISDA Master Agreement forming part of the Cap Agreement.

"**CRR**" means 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, amending Regulation (EU) No 648/2012 as supplemented by Commission Delegated Regulation (EU) No 625/2014.

"**CRR II**" means Regulation (EU) No 876/2019 of the European Parliament and of the Council of 20 May 2019 amending Regulation (EU) No 575/2013 as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to central counterparties, exposures to collective investment undertakings, large exposures, reporting and disclosure requirements, and Regulation (EU) No 648/2012.

"**CRR Amending Regulation**" means Regulation (EU) 2017/2401 of the European Parliament and of the Council of 12 December 2017 amending Regulation (EU) No 575/2013 on prudential requirements for credit institutions and investment firms.

"**Cut-Off Date**" means 30 June 2020.

"Data Protection Laws" means any law, enactment, regulation or order concerning privacy and the processing of data relating to living persons including:

(a) the EU GDPR;

(b) the UK GDPR;

(c) the UK Data Protection Act 2018; and

(d) other EU and UK Data Protection Laws,

in each case to the extent applicable to the activities or obligations under or pursuant to the Transaction Documents, and each of the terms "**controller**", "**data subject**", "**personal data**", "**sensitive data"** and "**personal data breach**", where used in respect of the performance of an activity or obligation, shall have the meaning given to it under the relevant Data Protection Laws as at the time at which that activity or obligation was performed.

"**Day Count Fraction**" means in respect of an Interest Period, the actual number of days in such Interest Period divided by 365.

"**Dealer**" means the person from whom the Seller purchased a Vehicle that forms the subject matter of an HP Agreement.

"**Dealer Contract**" means any contract between the Seller and any Dealer relating to the supply of a Vehicle.

"**Deed of Charge**" means the deed of charge dated on or about the Closing Date between, *inter alios*, the Issuer and the Security Trustee.

"**Defaulted Receivable**" means any Purchased Receivable (excluding a Disputed Receivable or any Receivable with an Outstanding Principal Balance of less than £30):

(a) in relation to which the Obligor has returned the related Vehicle and sought to terminate the relevant HP Agreement without making further monthly hire purchase payments other than in accordance with sections 99 and 100 of the CCA;

(b) in respect of which a Monthly Payment or any other payment in excess of £30 thereunder is unpaid past its due date for more than 90 days from the date specified for payment under the related HP Agreement (or, in relation to any COVID-19 Payment Deferral Receivable, the new date specified for payment under such payment deferral or payment plan);

(c) in relation to which the Seller (or someone on its behalf) has issued an instruction for the repossession of the related Vehicle;

(d) in relation to which the Obligor has perpetrated a fraud in entering into the relevant HP Agreement; or

(e) in relation to which, in accordance with the Seller's Credit and Collection Procedures, it has been determined that there is no reasonable chance that the Obligor is able to pay

and that any outstanding amounts will be collected (including, for the avoidance of doubt, where the Obligor is untraceable).

"**Defaulted Receivables Payment**" means, in respect of a Defaulted Receivable, and following disposal of the Vehicle related to such Receivable and receipt by the Issuer of the related Vehicle Sale Proceeds, an amount equal to the amount recoverable from a third party debt collection agency in respect of that Defaulted Receivable (such amount to be evidenced in the notice of repurchase, being the amount such a third party is willing to pay as the market value of such claims), but in any event up to a maximum amount equal to the Outstanding Principal Balance of the relevant Receivable on the Repurchase Date plus any interest accrued but unpaid thereon.

"**Definitive Notes**" means any Notes in definitive registered form.

"**Definitive Residual Certificates**" means any Residual Certificates in definitive registered form.

"**Determination Date**" means the last calendar day of each calendar month or, in the case of the first Determination Date, 31 August 2020.

"**Determination Period**" means a Calculation Period in respect of which the Cash Manager does not receive a Monthly Report from the Servicer in accordance with the Servicing Agreement on or prior to the relevant Reporting Date.

"**Direct Debit**" means a written instruction of an Obligor authorising its bank to honour a request of Blue to debit a sum of money on specified dates from the account of the Obligor for credit to an account of Blue.

"**Direct Debiting Arrangements**" means the procedures adopted in accordance with the rules of the Association for Payment Clearing Services.

"**Disputed Receivable**" means a Receivable in respect of which an Obligor is disputing its obligation to make payments that would otherwise be due thereunder (other than where such dispute is frivolous or vexatious).

"**Early Settlement**" means where (i) the Obligor of a Purchased Receivable requests from the Servicer that the Servicer allows the Obligor, on payment to the Servicer of the requested early settlement amount calculated in accordance with the Credit and Collection Procedures, to terminate the HP Agreement and (ii) the requested early settlement amount is paid in accordance with the Credit and Collection Procedures with the result that no further liability exists from the Obligor under the HP Agreement that is the subject of the early settlement request.

"**Early Settlement Regulations**" means the Consumer Credit (Early Settlement) Regulations 2004.

"**EC Treaty**" means the Treaty establishing the European Community (signed in Rome on 25 March, 1957), as amended by the Treaty on European Union (signed in Maastricht on 7 February, 1992), as amended by the Treaty of Amsterdam (signed in Amsterdam on 2 November, 1997), as amended by the Treaty of Nice (signed in Nice on 26 February, 2001) and as amended by the Treaty of Lisbon (signed in Lisbon on 13 December 2007 and in force since 1 December 2009) and as amended from time to time.

"**Eligibility Criteria**" means the eligibility criteria set out in Appendix 2 (*Eligibility Criteria)* to the Receivables Sale and Purchase Agreement.

"**Eligible Cap Provider**" means with respect to the Cap Provider or any guarantor of the Cap Provider, respectively, any entity:

(a) (i) having a rating of not less than the counterparty ratings for the S&P Collateral Framework Option then in effect pursuant to the Cap Agreement; (ii) having the Initial S&P Required Rating or the Subsequent S&P Required Rating and which posts collateral in the amount and manner set forth in the Cap Agreement; or (iii) having obtained a guarantee from a party having the minimum required counterparty ratings for the S&P Collateral Framework Option then in effect; and

(b) having from Moody's (i) a counterparty risk assessment of "A3(cr)" or above or, if not available, a long-term, unsecured, unsubordinated debt rating of "A3" or above or (ii) a counterparty risk assessment of "Baa1(cr)" or above or, if not available, a long-term, unsecured, unsubordinated debt rating of "Baa1", unless (A) where the Cap Provider does not meet the rating set out in (i), it either posts collateral in the amount and manner set forth in the Cap Agreement or obtains a guarantee from a person having the ratings set forth in (i) or (ii) above or (B) where the Cap Provider does not meet the rating set out in (ii) but wishes to post collateral in the amount and manner set forth in the Cap Agreement, it also obtains a guarantee from a person having the ratings set forth in (ii) above.

"**Eligible Persons**" has the meaning given to it in the Trust Deed.

"**Eligible Receivable**" means a Receivable that (on the date of its purchase or purported purchase by the Issuer) satisfies the Eligibility Criteria.

"**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 by Regulation (EU) 2019/834 of the European Parliament and of the Council dated 20 May 2019.

"**ESMA**" means the European Securities Markets Authority or any successor authority.

"**EU Data Protection Laws**" means any law, enactment, regulation or order transposing, implementing, adopting, supplementing or derogating from, the EU GDPR and the EU Directive 2002/58/EC in each Member State and the United Kingdom.

"**EU GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

"**EUR**" or "**Euro**" means the lawful currency of the Member States of the European Union that have adopted the single currency in accordance with the EC Treaty.

"**Euroclear**" means Euroclear Bank SA/NV as operator of the Euroclear System and any successor thereto.

"**Euronext Dublin**" means the Irish Stock Exchange plc trading as Euronext Dublin.

"**Eurosystem**" comprises the European Central Bank and the national central banks of those countries that have adopted the euro.

"**Event of Default**" has the meaning given to it in Condition 10 (*Events of Default*) of the Notes and/or Residual Certificate Condition 8 (*Events of Default)* (as applicable).

"**Excess Amount**" means each payment (without double-counting):

(a) credited to a Collection Account that represents an amount received from an Obligor in excess of the amount payable under the relevant HP Agreement;

(b) recalled by the payor or subject to repayment under the Direct Debiting Arrangements guarantee; and/or

(c) otherwise is a payment made in error to the Collection Account.

"**Excess Cap Collateral**" means, in respect of the Cap Agreement:

(a) prior to the termination of the Cap Agreement, any Return Amount, Interest Amount or Distribution (as each such term is defined in the Credit Support Annex) which the Cap Provider is entitled to have returned to it or otherwise to receive under the terms of the Cap Agreement; and

(b) in the case of a termination under the Cap Agreement, an amount equal to the amount by which the value of the Cap Collateral (or the applicable part thereof) provided by the Cap Provider to the Issuer (including any Interest Amount and Distributions in respect thereof (as each such term is defined in the Credit Support Annex)) pursuant to the Cap Agreement and held by the Issuer at that time is in excess of the Cap Provider's liability under the Cap Agreement as determined on or as soon as reasonably practicable after the date of termination of the Cap Agreement (such liability shall be determined in accordance with the terms of the Cap Agreement except that for the purpose of this definition only the value of the Cap Collateral will not be applied as an unpaid amount owed by the Issuer to the Cap Provider).

"**Excess Recoveries Amount**" means, in respect of a Purchased Receivable, an amount equal to any amounts received by the Issuer which are in excess of the aggregate amounts payable by an Obligor in respect of such Purchased Receivables (including related fees and costs associated with any recoveries) either as a result of any indemnity or other payment amounts received from Dealers, Insurers or other third parties or following a Receivable becoming a Defaulted Receivable (including, but not limited to, amounts deriving from Vehicle Sale Proceeds).

"**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended.

"**Exchange Event**" means:

(a) any relevant Clearing System is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so;

(b) any of the circumstances described in Condition 10 (Events of Default) or, following redemption in full of the Notes, Residual Certificate Condition 8 (Events of Default) occurs; or

(c) as a result of any amendment to, or change in (A) the laws or regulations of the United Kingdom (or of any political sub-division thereof) or of any authority therein or thereof having power to tax or (B) the interpretation or administration of such laws or regulations, which becomes effective on or after the Closing Date, the Issuer or the Paying Agent is or will be required to make a Tax Deduction from any payment in respect of the Notes or the Residual Certificates which would not be required were the Notes or the Residual Certificates (as applicable) in definitive form.

"**Excluded Amounts**" means fees and expenses, charges and costs paid by an Obligor to the Servicer in respect of a Purchased Receivable and not reimbursed by the Issuer, if any, arising as

a consequence of any late payment or failure to pay by Direct Debit by the Obligor, any third party charges or any subsequent enforcement actions against the Obligor.

"**Extraordinary Resolution**" means:

(a) in respect of the holders of any Class of Notes:

(i) a resolution passed at a meeting duly convened and held in accordance with the Trust Deed by a majority consisting of at least 75% of the Eligible Persons voting thereat upon a show of hands or, if a poll is duly demanded, by a majority consisting of at least 75% of the votes cast on such poll;

(ii) a resolution in writing signed by or on behalf of the Noteholders of at least 75% in aggregate Outstanding Note Principal Amount of the Notes, which resolution may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Noteholders; or

(iii) consent given by way of electronic consents communicated through the electronic communications systems of the relevant Clearing System(s) to the Paying Agent or another specified agent and/or the Note Trustee in accordance with the operating rules and procedures of the relevant Clearing System(s) by or on behalf of the Noteholders of not less than 75% in aggregate Outstanding Note Principal Amount of the relevant Class of Notes; and

(b) in respect of the holders of the Residual Certificates:

(i) a resolution passed at a meeting duly convened and held in accordance with the Trust Deed by a majority consisting of at least 75% of the Eligible Persons voting thereat upon a show of hands or, if a poll is duly demanded, by a majority consisting of at least 75% of the votes cast on such poll; or

(ii) a resolution in writing signed by or on behalf of the Certificateholders of at least 75% in number of the Residual Certificates then in issue, which resolution may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Certificateholders;

(iii) consent given by way of electronic consents communicated through the electronic communications systems of the relevant Clearing System(s) to the Paying Agent or another specified agent and/or the Note Trustee in accordance with the operating rules and procedures of the relevant Clearing System(s) by or on behalf of the Certificateholders of not less than 75% in number of the Residual Certificates then in issue.

"**FATCA**" means:

(a) sections 1471 to 1474 of the US Internal Revenue Code and the Treasury regulations and official guidance issued thereunder, as amended from time to time ("**US FATCA**");

(b) any inter-governmental agreement between the United States and any other jurisdiction entered into in connection with US FATCA (an "**IGA**");

(c) any treaty, law, regulation or official guidance enacted, issued or amended in any jurisdiction which facilitates the implementation of US FATCA or an IGA ("**Implementing Law**"); and

(d) any agreement entered into with the US Internal Revenue Service, the US government or any governmental or Tax authority in any other jurisdiction in connection with US FATCA, an IGA or any Implementing Law.

"**FATCA Deduction**" means a deduction or withholding from a payment under a Transaction Document required by FATCA.

"**FCA**" means the Financial Conduct Authority of the United Kingdom.

"**FCA Handbook**" means the handbook of rules promulgated by the FCA under FSMA as amended or replaced from time to time.

"**Final Class A Interest Payment Date**" means the Interest Payment Date on which, following the application of the Pre-Acceleration Principal Priority of Payments, the Class A Notes are redeemed in full.

"**Final Class B Interest Payment Date**" means the Interest Payment Date on which, following the application of the Pre-Acceleration Principal Priority of Payments, the Class B Notes are redeemed in full.

"**Final Class C Interest Payment Date**" means the Interest Payment Date on which, following the application of the Pre-Acceleration Principal Priority of Payments, the Class C Notes are redeemed in full.

"**Final Class D Interest Payment Date**" means the Interest Payment Date on which, following the application of the Pre-Acceleration Principal Priority of Payments, the Class D Notes are redeemed in full.

"**Final Class E Interest Payment Date**" means the Interest Payment Date on which, following the application of the Pre-Acceleration Principal Priority of Payments, the Class E Notes are redeemed in full.

"**Final Class F Interest Payment Date**" means the Interest Payment Date on which, following the application of the Pre-Acceleration Principal Priority of Payments, the Class F Notes are redeemed in full.

"**Final Class Interest Payment Date**" means the Final Class A Interest Payment Date (in respect of the Class A Notes), the Final Class B Interest Payment Date (in respect of the Class B Notes), the Final Class C Interest Payment Date (in respect of the Class C Notes), the Final Class D Interest Payment Date (in respect of the Class D Notes), the Final Class E Interest Payment Date (in respect of the Class E Notes) and the Final Class F Interest Payment Date (in respect of the Class F Notes).

"Final Receivables" means, on any Interest Payment Date, all Purchased Receivables then owned by the Issuer.

"Final Redemption Date" means, in respect of any Class of Notes, the Legal Maturity Date or, if earlier, the date on which the Outstanding Note Principal Amount of such Notes has been repaid in full by the Issuer.

"**Final Repurchase Price**" means, in respect of the Final Receivables, an amount equal to the amount specified in Condition 5(d)(i)(1).

"**Financing Costs**" means a financing cost fee, payable by the Issuer to the Seller, to reimburse the Seller for the costs incurred in financing the Purchased Receivables between the Cut-Off Date and the Closing Date in an amount equal to 1.60% divided by 365 and multiplied by the

Aggregate Outstanding Principal Balance on the Cut-Off Date charged daily for the period between the Cut-Off Date and the Closing Date.

"**Fitch**" means Fitch Ratings Ltd, any of its affiliates or any successor to its debt ratings business.

"**FSMA**" means the Financial Services and Markets Act 2000.

"**GBP**" or "**Sterling**" means the lawful currency for the time being of the United Kingdom of Great Britain and Northern Ireland.

"**Global Note**" means each of the global notes, in fully registered form, without interest coupons attached, which will represent the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes, the Class X1 Notes and the Class X2 Notes on issue substantially in the forms set out in the Trust Deed.

"Global Residual Certificate" means the Residual Certificates represented on issue by a global residual certificate in registered form substantially in the form set out in the Trust Deed.

"**Gross Loss**" means, in respect of a Defaulted Receivable or a Voluntarily Terminated Receivable, the Outstanding Principal Balance of such Purchased Receivable (determined at the point at which such Purchased Receivable became a Defaulted Receivable or Voluntarily Terminated Receivable).

"**HMRC**" means Her Majesty's Revenue & Customs.

"**Holdings**" means Azure Finance No.2 Holdings Limited (company number 12485236), whose registered office is at 1 Bartholomew Lane, London EC2N 2AX.

"**HP Agreement**" means an agreement regulated by the Consumer Credit Act 1974 for the provision of credit for the purchase of motor vehicles, taking the form of a hire purchase agreement entered into between Blue and an Obligor under which the Obligor makes Monthly Payments to Blue in respect of its use of the Vehicle and under which title to the Vehicle remains with Blue until certain administrative fees have been paid by the Obligor.

"**HRTS**" means Commission Delegated Regulation (EU) 2019/1851 of 28 May 2019 supplementing Regulation (EU) 2017/2402 of the European Parliament and of the council with regard to regulatory technical standards on the homogeneity of the underlying exposures in securitisation.

"**ICSD**" or "**International Central Securities Depositary**" means Clearstream, Luxembourg or Euroclear, and "ICSDs" means both Clearstream, Luxembourg and Euroclear collectively.

"**Incentive Fee**" means, in respect of a Vehicle, an incentive fee payable by the Issuer to the Seller pursuant to clause 4.4 (*Vehicle Sale Proceeds*) of the Receivables Sale and Purchase Agreement equal to 1% of the realisation proceeds (net of associated costs, charges, fees and expenses) in respect of such Vehicle.

"**Income Element**" means, in relation to each Purchased Receivable, all amounts to be received from or on behalf of the Obligor in respect of that Purchased Receivable other than the Principal Element of that Purchased Receivable and including, for the avoidance of doubt, all fees (including any option fees and fees payable as part of the last payment under the HP Agreement by the relevant Obligor but, for the avoidance of doubt, excluding the final payment of the principal amount of that Purchased Receivable and any Excluded Amounts) costs, any interest charged on interest and expenses received in respect of that Purchased Receivable.

"**Initial Purchase Price**" means, in respect of a Receivable, the aggregate of:

(a) the Principal Element Purchase Price; and

(b) the Premium Element Purchase Price.

"**Initial S&P Required Rating**" has the meaning given to it in the Cap Agreement.

"**Insolvency Event**" means, with respect to the relevant Transaction Party or any Obligor, as the case may be, each of the following events or circumstances:

(a) that party is unable or admits inability to pay its debts as they fall due or is deemed unable to pay its debts within the meaning of Section 123(1) of the Insolvency Act (other than, except in the case of the Issuer, subsection 123(1)(a)) or Section 123(2), suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;

(b) a moratorium is declared in respect of any indebtedness of that party;

(c) that party ceases, or through an official action of its board of directors threatens to cease, to carry on all or a substantial portion of its business;

(d) any corporate action, legal proceedings or other procedure or step is taken in relation to:

(i) the suspension of all payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of that party other than a solvent liquidation or reorganisation of that party;

(ii) a composition, compromise, conveyance, assignment or arrangement with any creditor of that party; or

(iii) the appointment of a liquidator, receiver, administrative receiver, administrator or other similar officer in respect of that party or any of its assets,

or any analogous procedure or step is taken in any jurisdiction, provided that any winding-up petition which is frivolous or vexatious or is discharged, stayed or dismissed within 30 calendar days of commencement shall not constitute an "Insolvency Event";

(e) with respect to the Seller, any corporate action, legal proceedings or other procedure or step is taken in relation to an encumbrancer or other security holder taking possession of (or otherwise enforcing any Security over) the whole or substantially the whole of the undertaking or assets of such company, provided that any action, proceedings or other procedure or step which is frivolous or vexatious or is discharged, stayed or dismissed within 30 calendar days of commencement shall not constitute an "Insolvency Event"; or

(f) any expropriation, attachment, sequestration, distress, diligence or execution affects any asset or assets of that party and such process is not discharged, stayed or restrained, in each case, within 30 calendar days thereafter.

"**Insolvency Official**" means, in respect of any company, a liquidator, provisional liquidator, administrator (whether appointed by the court or otherwise), administrative receiver, receiver (including any receiver under the Law of Property Act 1925), receiver or manager, nominee, supervisor, trustee in bankruptcy, conservator, guardian 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.

"**Instructing Party**" means:

(a) the Note Trustee, so long as there are any Notes or Residual Certificates outstanding; or

(b) all of the other Secured Creditors, if the Notes have been redeemed in full and cancelled and no Residual Certificate Payments remain in issue.

"**Insurance Claims**" means any claims against any Insurer in relation to any damaged or stolen Vehicle.

"**Insurance Distribution Directive**" means Directive (EU) 2016/97.

"**Insurers**" means the providers of Obligor Insurances.

"**Interest Collection Shortfall**" means an Interest Collection Shortfall (Class A), an Interest Collection Shortfall (Class B), an Interest Collection Shortfall (Class C), an Interest Collection Shortfall (Class D), an Interest Collection Shortfall (Class E) or an Interest Collection Shortfall (Class F).

"**Interest Collection Shortfall (Class A)**" means, on any Interest Payment Date, an amount equal to the excess, if any, of the amount required to make payments under items (a) to (d) (inclusive) of the Pre-Acceleration Revenue Priority of Payments on such Interest Payment Date over the Available Revenue Receipts for such Interest Payment Date, such amount to be determined without regard to any amounts being available for allocation from the Reserve Fund Ledger (Class A).

"**Interest Collection Shortfall (Class B)**" means, on any Interest Payment Date, an amount equal to the excess, if any, of the amount required to make payment under items (a) to (c) (inclusive) and (g) of the Pre-Acceleration Revenue Priority of Payments on such Interest Payment Date and the amount of the Available Revenue Receipts available for application under such item of the Pre-Acceleration Revenue Priority of Payments for such Interest Payment Date, such amount to be determined without regard to any amounts being available for allocation from the Reserve Fund Ledger (Class B) but after allocation of any amounts from the Reserve Fund Ledger (Class A).

"**Interest Collection Shortfall (Class C)**" means, on any Interest Payment Date, an amount equal to the excess, if any, of the amount required to make payment under items (a) to (c) (inclusive) and (j) of the Pre-Acceleration Revenue Priority of Payments on such Interest Payment Date and the amount of the Available Revenue Receipts available for application under such item of the Pre-Acceleration Revenue Priority of Payments for such Interest Payment Date, such amount to be determined without regard to any amounts being available for allocation from the Reserve Fund Ledger (Class C) but after allocation of any amounts from the Reserve Fund Ledger (Class A) and the Reserve Fund Ledger (Class B).

"**Interest Collection Shortfall (Class D)**" means, on any Interest Payment Date, an amount equal to the excess, if any, of the amount required to make payment under items (a) to (c) (inclusive) and (m) of the Pre-Acceleration Revenue Priority of Payments on such Interest Payment Date and the amount of the Available Revenue Receipts available for application under such item of the Pre-Acceleration Revenue Priority of Payments for such Interest Payment Date, such amount to be determined without regard to any amounts being available for allocation from the Reserve Fund Ledger (Class D) but after allocation of any amounts from the Reserve Fund Ledger (Class A), the Reserve Fund Ledger (Class B) and the Reserve Fund Ledger (Class C).

"**Interest Collection Shortfall (Class E)**" means, on any Interest Payment Date, an amount equal to the excess, if any, of the amount required to make payment under items (a) to (c)

(inclusive) and (p) of the Pre-Acceleration Revenue Priority of Payments on such Interest Payment Date and the amount of the Available Revenue Receipts available for application under such item of the Pre-Acceleration Revenue Priority of Payments for such Interest Payment Date, such amount to be determined without regard to any amounts being available for allocation from the Reserve Fund Ledger (Class E) but after allocation of any amounts from the Reserve Fund Ledger (Class A), the Reserve Fund Ledger (Class B), the Reserve Fund Ledger (Class C) and the Reserve Fund Ledger (Class D).

"**Interest Collection Shortfall (Class F)**" means, on any Interest Payment Date, an amount equal to the excess, if any, of the amount required to make payment under items (a) to (c) (inclusive) and (s) of the Pre-Acceleration Revenue Priority of Payments on such Interest Payment Date and the amount of the Available Revenue Receipts available for application under such item of the Pre-Acceleration Revenue Priority of Payments for such Interest Payment Date, such amount to be determined without regard to any amounts being available for allocation from the Reserve Fund Ledger (Class F) but after allocation of any amounts from the Reserve Fund Ledger (Class A), the Reserve Fund Ledger (Class B), the Reserve Fund Ledger (Class C), the Reserve Fund Ledger (Class D) and the Reserve Fund Ledger (Class E).

"**Interest Determination Agent**" means Citibank, N.A., London Branch, any successor thereof or any other person appointed as replacement interest determination agent from time to time in accordance with the Agency Agreement.

"**Interest Determination Date**" means the fifth Business Day before the Interest Payment Date for which the relevant Interest Rate and Interest Amount will apply.

"**Interest Determination Ratio**" means, in respect of any Determination Period, (a) the aggregate Revenue Receipts calculated in the three preceding Calculation Periods in respect of which all relevant Monthly Reports are available (or, where there are not at least three such previous Calculation Periods, any such previous Calculation Periods) divided by (b) the aggregate of all Revenue Receipts and all Principal Receipts calculated in such Monthly Reports.

"**Interest Payment Date**" means (in respect of the first Interest Payment Date) 20 September 2020, and thereafter the 20th day of each calendar month, subject to the Business Day Convention. Unless redeemed earlier, the last Interest Payment Date will be the Legal Maturity Date.

"**Interest Period**" means in respect of the first Interest Payment Date, the period commencing on (and including) the Closing Date and ending on (but excluding) the first Interest Payment Date, and, in respect of any subsequent Interest Payment Date, the period commencing on (and including) the immediately preceding Interest Payment Date and ending on (but excluding) such Interest Payment Date, provided that the last Interest Period shall end on (but exclude) the Legal Maturity Date or, if earlier, the date on which all Notes are redeemed in full.

"**Interest Rate**" means the Class A Interest Rate, the Class B Interest Rate, the Class C Interest Rate, the Class D Interest Rate, the Class E Interest Rate, the Class F Interest Rate, the Class X1 Interest Rate or the Class X2 Interest Rate, as applicable.

"**Interest Shortfall**" has the meaning given to it in Condition 6(b)(i) (*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*).

"**Investment Company Act**" means the U.S. Investment Company Act of 1940, as amended from time to time.

"**Invocation Plan**" has the meaning given to it in the Standby Servicer Agreement.

"**Irish Listing Agent**" means Arthur Cox Listing Services Limited.

"**Irrecoverable VAT**" means any amount in respect of VAT incurred by a party to a Transaction Document (for the purposes of this definition, a "**Relevant Party**") to the extent that the Relevant Party does not or will not receive and retain a credit or repayment of such VAT as input Tax (as that expression is defined in Section 24(1) of the VATA) for the prescribed accounting period (as that expression is used in Section 25(1) of the VATA) to which such input Tax relates.

"**ISDA Master Agreement**" means the 1992 ISDA Master Agreement (Multicurrency-Cross Border) (including the schedule and the Credit Support Annex thereto) dated on or about 23 July 2020 and made between the Issuer and the Cap Provider.

"**Issuer**" means Azure Finance No.2 plc (company number 12485552), whose registered office is at 1 Bartholomew Lane, London EC2N 2AX, as issuer of the Notes.

"**Issuer Accounts**" means the Reserve Fund, the Cap Collateral Account and the Transaction Account (and in the case of the Transaction Account including the Issuer Profit Ledger) of the Issuer opened on or before the Closing Date and any Additional Account opened in accordance with the Bank Account Agreement, in each case with the Account Bank.

"**Issuer ICSDs Agreement**" means the Issuer ICSDs agreement entered into by the Issuer and the ICSDs before any Class A Notes in NSS form will be accepted by the ICSDs.

"**Issuer Power of Attorney**" means the security power of attorney dated on or about the Closing Date granted by the Issuer in favour of the Security Trustee in, or substantially in, the form set out in the Deed of Charge.

"**Issuer Profit Amount**" means, subject to and in accordance with the relevant Priority of Payments, a profit for the Issuer of £83.34 payable on each Interest Payment Date (£1,000 per annum) from which the Issuer will discharge its corporate income or corporation tax liability (if any).

"**Issuer Profit Ledger**" means a retained profit ledger of the Transaction Account of the Issuer, opened on or before the Closing Date with the Account Bank.

"**Joint Arrangers**" means Citigroup Global Markets Limited and Deutsche Bank AG, London Branch.

"**Joint Lead Managers"** means Citigroup Global Markets Limited and Deutsche Bank AG, London Branch.

"**Legal Maturity Date**" means 20 July 2030 subject to the Business Day Convention.

"**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 Irrecoverable VAT charged or chargeable in respect of any of the sums referred to in this definition.

"**LIBOR**" means the London Interbank Offered Rate.

"**Loan-to-Value Ratio**" means, in respect of a Receivable on the date of origination of such Receivable, the Outstanding Principal Balance of that Receivable divided by the valuation of the Vehicle to which such Receivable relates quoted by either industry vehicle valuation service provided by CAP Automotive Limited trading as CAP or Glass's Information Services Ltd trading as Glass's on the date of origination of such Receivable, expressed as a percentage, provided

that on any date of calculation only one of CAP or Glass's may be selected by the Servicer in respect of all Vehicles in respect of the Portfolio.

"**Loss**" means, in respect of any person, any loss, liability, cost, expense, claim, action, suit, judgment, and out-of-pocket costs and expenses (including, without limitation, fees and expenses of any professional advisor to such person) which such person may have incurred or which may be made against such person and any reasonable costs of investigation and defence.

"**Market Abuse Regulation**" means Regulation (EU) No 596/2014.

"**Master Definitions Schedule**" means the master definitions schedule dated on or about the Closing Date between the Issuer, the Seller, the Servicer, the Note Trustee, the Security Trustee, the Paying Agent, the Interest Determination Agent, the Account Bank, the Cash Manager, the Registrar, the Corporate Services Provider and Holdings.

"**Material Adverse Effect**" means:

(a) a material adverse effect on the validity or enforceability of any of the Transaction Documents;

(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;

(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) in the context of the Purchased Receivables, a material adverse effect on the interests of the Issuer or the Security Trustee in the Purchased Receivables or on the ability of the Security Trustee to enforce the Security.

"**Member State**" means, as the context may require, a member state of the European Union or of the European Economic Area.

"**Modification**" has the meaning given to that term in Condition 12(b)(ii) (*Amendments and waiver*) and Residual Certificate Condition 10(b)(ii) (*Amendments and waiver)*.

"**Modification Certificate**" has the meaning given to that term in Condition 12(b)(ii) (*Amendments and waiver*) and Residual Certificate Condition 10(b)(ii) (*Amendments and waiver)*.

"**Modification Noteholder Notice**" has the meaning given to that term in Condition 12(b)(iv)(2) (*Amendments and waiver*) and Residual Certificate Condition 10(b)(iv)(2) (*Amendments and waiver)*.

"**Modification Record Date**" has the meaning given to that term in Condition 12(b)(iv)(2)(A) (*Amendments and waiver*) and Residual Certificate Condition 10(b)(iv)(2)(A) (*Amendments and waiver)*.

"**Monthly Investor Report**" means the monthly investor report to be published by the Cash Manager on or prior to each Interest Payment Date, in accordance with the Cash Management Agreement, such Monthly Investor Report to be substantially in the form as set out in Schedule 3

(*Form of Monthly Investor Report*) to the Cash Management Agreement, as amended in accordance with the terms of the Cash Management Agreement.

"**Monthly Payment**" means in respect of any Receivable, each of the scheduled monthly instalments payable by the relevant Obligor(s) pursuant to the related HP Agreement.

"**Monthly Report**" means the monthly servicer report to be prepared by the Servicer and sent to the Issuer, the Cash Manager, the Corporate Services Provider, the Rating Agencies and the Security Trustee, on or prior to each Reporting Date, which includes (among other things) the information on the performance of the Portfolio in relation to the Calculation Period immediately preceding the Reporting Date in accordance with the Servicing Agreement, such Monthly Report to be substantially in the form of the Monthly Report as set out in Annex 2 (*Form of Monthly Report*) to the Servicing Agreement from time to time.

"**Moody's**" means Moody's Investors Service Limited and any successor to the debt rating business thereof.

"**Most Senior Class of Notes**" means, at any time:

(a) the Class A Notes;

(b) if no Class A Notes are then outstanding, the Class B Notes;

(c) if no Class A Notes or Class B Notes are then outstanding, the Class C Notes;

(d) if no Class A Notes, Class B Notes or Class C Notes are then outstanding, the Class D Notes;

(e) if no Class A Notes, Class B Notes, Class C Notes or Class D Notes are then outstanding, the Class E Notes;

(f) if no Class A Notes, Class B Notes, Class C Notes, Class D Notes or Class E Notes are then outstanding, the Class F Notes;

(g) if no Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes or Class F Notes are then outstanding, the Class X1 Notes;

(h) if no Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes, Class F Notes or Class X1 Notes are then outstanding, the Class X2 Notes; or

(i) if no Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes, Class F Notes, Class X1 Notes or Class X2 Notes are then outstanding, the Residual Certificates (if at that time any Residual Certificates are then outstanding).

"**NaVCIS**" means the National Vehicle Crime Intelligence Service.

"**Netting Letter**" means the netting letter dated on or about the Closing Date between, among others, the Issuer and the Seller.

"**Non-Compliant Receivable**" means each Purchased Receivable in respect of which any Seller Receivables Warranty proves to have been incorrect on the date on which the relevant Seller Receivables Warranty is given and remains incorrect, or has never existed or has ceased to exist.

"**Non-Compliant Receivable Repurchase Price**" means, in respect of a Non-Compliant Receivable, an amount, calculated by the Servicer, equal to the sum of (i) its Initial Purchase Price, less (ii) the sum of all Principal Receipts (multiplied by the Premium Element Purchase Price Percentage) and Revenue Receipts recovered or received by the Issuer in respect of such

Non-Compliant Receivable from the Cut-Off Date to the Repurchase Date, plus (iii) any accrued and unpaid income in respect thereof as at the date of the repurchase.

"**Non-Permitted Variation**" means any change to an HP Agreement that relates to a Purchased Receivable which has the effect of:

(a) reducing the Outstanding Principal Balance of the Purchased Receivable;

(b) sanctioning any kind of payment deferral;

(c) reducing the rate of interest payable by the Obligor or the total interest payable by the Obligor over the term of the Purchased Receivable;

(d) extending the term of the Purchased Receivable;

(e) reducing the total number of Monthly Payments; or

(f) providing for a final payment greater than the amount of any Monthly Payment preceding it, disregarding any option to purchase fees,

but shall not, for the avoidance of doubt, include any action taken with respect to the Servicer's arrears management process in accordance with its Credit and Collection Procedures, a COVID-19 Payment Deferral or pursuant to applicable law or regulation and/or the request of any competent regulatory authority (including, without limitation, the FCA COVID-19 Guidance and any supplementary, replacement or successor guidance thereto).

"**Non-Permitted Variation Receivable**" means a Purchased Receivable in respect of which the Servicer has agreed or, prior to the end of the immediately following Calculation Period, will agree to a Non-Permitted Variation.

"**Non-Permitted Variation Receivable Repurchase End Date**" means, in respect of a Non-Permitted Variation Receivable, the last day of the Calculation Period immediately following the Calculation Period in which the relevant Non-Permitted Variation occurs.

"**Non-Permitted Variation Receivable Repurchase Price**" means, in respect of a Non-Permitted Variation Receivable, an amount, calculated by the Servicer, equal to the sum of (i) its Initial Purchase Price, less (ii) the sum of all Principal Receipts (multiplied by the Premium Element Purchase Price Percentage) and Revenue Receipts recovered or received by the Issuer in respect of such Non-Permitted Variation Receivable from the Cut-Off Date to the Repurchase Date, plus (iii) any accrued and unpaid income in respect thereof as at the date of the repurchase.

"**Non-Permitted Variation Receivables Call Option**" means the call option granted to the Seller pursuant to clause 8.3 (*Non-Permitted Variation Receivables Call Option*) of the Receivables Sale and Purchase Agreement, under which the Seller, prior to the occurrence of an Insolvency Event in respect of the Seller, has the right to repurchase from the Issuer any Non-Permitted Variation Receivable.

"**Note Acceleration Notice**" means the written notice served by the Note Trustee on the Issuer upon the occurrence of an Event of Default, with a copy to the Security Trustee, the Account Bank, the Cash Manager and the Paying Agent in accordance with the Trust Deed.

"**Note Rate Maintenance Adjustment**" has the meaning given to that term in Condition 12(b)(iv)(2)(E) (*Amendments and waiver*) and Residual Certificate Condition 10(b)(iv)(2)(E) (*Amendments and waiver*).

"**Note Trustee**" means Citicorp Trustee Company Limited, including its successors and assigns.

"**Noteholder**" or "**Holder**" means the person in whose name such Note is registered at that time in the Register or, in the case of a joint holding, the first named person; provided that, so long as any of the Notes are represented by a Global Note, the term "**Noteholder**" or "**Holder**" will include the persons for the time being set out in the records of Euroclear and/or Clearstream, Luxembourg, as the holders of a particular principal amount of such Notes in units of £1,000 principal amount of Notes for all purposes other than in respect of the payment of principal and interest on such Notes, the right to which will be vested as against the Issuer solely in the Holder of each Global Note in accordance with and subject to its terms.

"**Notes**" means collectively 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.

"**NSS**" means the new safekeeping structure applicable to debt securities in global registered form recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations since 1 October 2010.

"**Obligor**(**s**)" means, in respect of a Purchased Receivable, a person or persons (including consumers and businesses) obliged directly or indirectly to make payments in respect of such Purchased Receivable, including any person who has guaranteed the obligations in respect of such Purchased Receivable but excluding (for the avoidance of doubt) any Insurer.

"**Obligor Insurance**" means the insurance taken out by an Obligor in respect of a Vehicle as required by the terms of the related HP Agreement.

"**Obligor Ledger**" means the ledger account established by the Servicer in respect of each HP Agreement for the purposes of identifying amounts paid by each Obligor, any amount due from an Obligor and the balance from time to time outstanding on each Obligor's account.

"**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 Interest 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).

"**Ordinary Resolution**" means:

(a) in respect of the holders of any Class of Notes:

(i) a resolution passed at a meeting duly convened and held in accordance with the Trust Deed by a majority consisting of at least 50% of the Eligible Persons voting thereat upon a show of hands or, if a poll is duly demanded, by a majority consisting of at least 50% of the votes cast on such poll;

(ii) a resolution in writing signed by or on behalf of the Noteholders of at least 50% in aggregate Outstanding Note Principal Amount of the Notes, which resolution may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Noteholders; or

(iii) consent given by way of electronic consents communicated through the electronic communications systems of the relevant Clearing System(s) to the Paying Agent or another specified agent and/or the Note Trustee in accordance with the operating rules and procedures of the relevant Clearing System(s) by or on behalf

of the Noteholders of not less than 50% in aggregate Outstanding Note Principal Amount of the relevant Class of Notes; and

(b) in respect of the holders of the Residual Certificates:

(i) a resolution passed at a meeting duly convened and held in accordance with the Trust Deed by a majority consisting of at least 50% of the Eligible Persons voting thereat upon a show of hands or, if a poll is duly demanded, by a majority consisting of at least 50% of the votes cast on such poll;

(ii) a resolution in writing signed by or on behalf of the Certificateholders of at least 50% in number of the Residual Certificates then in issue, which resolution may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Certificateholders; or

(iii) consent given by way of electronic consents communicated through the electronic communications systems of the relevant Clearing System(s) to the Paying Agent or another specified agent and/or the Note Trustee in accordance with the operating rules and procedures of the relevant Clearing System(s) by or on behalf of the Certificateholders of not less than 50% in number of the Residual Certificates then in issue.

"**outstanding**" means, for any Class, all the Notes of that Class issued other than:

(a) those which have been redeemed in full in accordance with their Conditions;

(b) those in respect of which the due date for redemption has occurred in accordance with their Conditions and the redemption moneys and interest accrued thereon to the due date of such redemption and any interest payable after such date have been paid to the Note Trustee or to the Paying Agent in the manner provided in the Agency Agreement and remain available for payment against presentation and surrender of the relevant Notes;

(c) those in respect of which claims have become void under their Conditions;

(d) those mutilated or defaced Notes which have been surrendered and cancelled and in respect of which replacements have been issued under their Conditions;

(e) (for the purpose only of ascertaining the amount of a Class that is outstanding and without prejudice to their status for any other purpose) those Notes which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued under their Conditions; and

(f) any Global Note to the extent that it has been exchanged for the related Definitive Notes in each case under their respective provisions;

provided that for each of the following purposes, namely:

(i) the determination of how many of which Notes of a Class are for the time being outstanding for the purposes of any provisions of their Conditions and the Trust Deed requiring calculation of the proportion of Noteholders of such Class requesting or directing the Note Trustee to enforce the security for such Class, or the provisions for meetings of the Noteholders of such Class set out in the Trust Deed;

(ii) any discretion, power or authority which the Note Trustee is required or permitted, expressly or impliedly, to exercise in or by reference to the interests of the Noteholders of such Class or any of them; and

(iii) the determination by the Note Trustee whether, in its opinion, any event, circumstance, matter or thing is or would be materially prejudicial to the interests of the Noteholders or any of them,

those Notes of the relevant Class, if any, which are beneficially held by or for the account of the Issuer or the Seller will be deemed not to remain outstanding unless they are together the sole beneficial holders of that Class of Notes and there are no other Notes outstanding at such time which rank junior or *pari passu* to the Notes held by the Issuer or the Seller.

"**Outstanding Note Principal Amount**" means, on any date on which it falls to be determined in respect of a Note, the initial principal amount of such Note as at the Closing Date as reduced by all amounts paid in respect of principal on such Note on or prior to such date (with the result being rounded, if necessary, to the nearest GBP 0.01 with GBP 0.005 being rounded upwards).

"Outstanding Principal Balance" means, on any date on which it is determined and with respect to each Purchased Receivable:

(a) the aggregate principal amount of such Purchased Receivable which is due, or is scheduled to become due, as at the Cut-Off Date; minus

(b) the aggregate amount of Principal Receipts received by the Issuer or the Servicer on its behalf in respect of such Purchased Receivable on or before such date of determination.

"**Paying Agent**" means Citibank, N.A., London Branch, any successor thereof or any other person appointed as replacement paying agent from time to time in accordance with the Agency Agreement.

"**PCP Contract**" means a hire purchase contract which provides for a balloon payment calculated by reference to guaranteed future value of the related Vehicle and under which an Obligor may at the end of the contract (a) make a final balloon payment and take title of the Vehicle or (b) return the Vehicle financed under such contact in lieu of making such final balloon payment.

"**Perfection Event**" means the occurrence of any of the following events:

(a) the Seller being required to perfect the Issuer's legal title to the Purchased Receivables (or procure the perfection of the Issuer's legal title to the Purchased Receivables) by an order of a court of competent jurisdiction or by any regulatory authority with which the Seller is required to comply or any organisation with whose instructions it is customary for the Seller to comply;

(b) it becoming necessary by law to perfect the Issuer's legal title to the Purchased Receivables (or procure the perfection of the Issuer's legal title to the Purchased Receivables);

(c) unless otherwise agreed by the Security Trustee, the occurrence of a Servicer Termination Event;

(d) the Seller calling for perfection by serving notice in writing to that effect on the Issuer, the Note Trustee and the Security Trustee;

(e) the Seller is in breach of any of its obligations under the Receivables Sale and Purchase Agreement, provided that there shall be no Perfection Event hereunder if (1) the breach (if

capable of remedy) has been remedied within 90 calendar days, or (2) (x) the breach (if capable of remedy) has not been remedied within 90 calendar days; and (y) the relevant Rating Agency has confirmed that the then current ratings of the Class A Notes will not be withdrawn, downgraded or qualified as a result of such breach, provided further that: (A) the Perfection Event in this provision (e) shall not apply if the Seller has delivered a certificate to the Security 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 Perfection Event (e) shall be subject to such amendment as the Seller may require, so long as the Seller delivers a certificate to the Security 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; and

(f) the occurrence of an Insolvency Event in respect of the Seller.

"**Perfection Event Notice**" means in respect of a Purchased Receivable a notice sent to the Obligors of the Purchased Receivable stating that such Purchased Receivable has been assigned by the Seller to the Issuer pursuant to the Receivables Sale and Purchase Agreement and instructing the Obligors to make payments to the Transaction Account or any other account compliant with the Transaction Documents and shall be in a form substantially as set out in Schedule 5 (*Perfection Event Notice*) to the Receivables Sale and Purchase Agreement.

"**Permitted Exceptions**" means any of the following payments to be paid outside of the Priority of Payments by the Issuer:

(a) any payment or delivery to be made by the Issuer under the Credit Support Annex including any Excess Cap Collateral which will be due and payable only to the extent of amounts in the Cap Collateral Account and which shall be repaid to the Cap Provider outside of the Priority of Payments;

(b) any upfront payment to any replacement Cap Provider under the Cap Agreement (which will be paid directly to such replacement Cap Provider);

(c) any due and payable taxes owed by the Issuer;

(d) any Cap Tax Credits which will be returned directly to the Cap Provider; and

(e) any Replacement Cap Premium (only to the extent it is applied to pay a Cap Termination Payment due and payable by the Issuer to the outgoing Cap Provider).

"**Permitted Revenue Withdrawal**" means a withdrawal from the Transaction Account by the Cash Manager (as directed by the Seller) pursuant to clause 4.3 (*Withdrawals and Permitted Revenue Withdrawals*) of the Cash Management Agreement in respect of the Excess Recoveries Amount, Excess Amounts or Excluded Amounts, in any Calculation Period up to a maximum aggregate amount equal to the Revenue Receipts received in such Calculation Period.

"**Permitted Variations**" means any Variation which is made in accordance with the terms of the relevant HP Agreement and the applicable Credit and Collection Procedures and which is not a Non-Permitted Variation.

"**Portfolio**" means, at any time, all Purchased Receivables and all other assets and rights relating to the related HP Agreements purported to be transferred or granted to the Issuer pursuant to the Receivables Sale and Purchase Agreement on the Closing Date.

"**Post-Acceleration Priority of Payments**" means the priority of payments set out in Condition 2(g) (*Post-Acceleration Priority of Payments*) and Residual Certificate Condition 2(f) (*Post-Acceleration Priority of Payments)*.

"**Potential Event of Default**" means an event or circumstance that will with the giving of notice, the lapse of time, the issue of a certificate, and/or the making of a determination, become an Event of Default.

"**PRA**" means the Prudential Regulation Authority of the United Kingdom or any successor authority.

"**Pre-Acceleration Principal Priority of Payments**" means the priority of payments set out in Condition 2(e) (*Pre-Acceleration Principal Priority of Payments*).

"**Pre-Acceleration Priorities of Payments**" means the Pre-Acceleration Revenue Priority of Payments and the Pre-Acceleration Principal Priority of Payments.

"**Pre-Acceleration Revenue Priority of Payments**" means the priority of payments set out in Condition 2(d) (*Pre-Acceleration Revenue Priority of Payments*) and Residual Certificate Condition 2(d) (*Pre-Acceleration Revenue Priority of Payments*).

"**Preliminary Prospectus**" means the Prospectus issued by the Issuer in preliminary form dated 20 July 2020.

"**Premium Element Purchase Price**" means the Premium Element Purchase Price specified in the Sale Notice dated the Closing Date but for the purposes of determining any Final Repurchase Price, Non-Compliant Receivable Repurchase Price, Non-Permitted Variation Receivable Repurchase Price, Tax Redemption Repurchase Price or Receivables Indemnity Amount, in respect of any Receivable, the Premium Element Purchase Price shall be the Outstanding Principal Balance of that Receivable on the Cut-Off Date multiplied by the Premium Element Purchase Price Percentage.

"**Premium Element Purchase Price Percentage**" means 10%.

"**Principal Deficiency Ledger**" means the ledger of such name maintained by the Cash Manager in accordance with the Cash Management Agreement comprising six sub-ledgers, the Principal Deficiency Sub-ledger (Class A), the Principal Deficiency Sub-ledger (Class B), the Principal Deficiency Sub-ledger (Class C), the Principal Deficiency Sub-ledger (Class D), the Principal Deficiency Sub-ledger (Class E) and the Principal Deficiency Sub-ledger (Class F) as sub-ledgers.

"**Principal Deficiency Sub-ledger (Class A)**" 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.

"**Principal Deficiency Sub-ledger (Class B)**" 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.

"**Principal Deficiency Sub-ledger (Class C)**" 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.

"**Principal Deficiency Sub-ledger (Class D)**" 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.

"**Principal Deficiency Sub-ledger (Class E)**" 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.

"**Principal Deficiency Sub-ledger (Class F)**" 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.

"**Principal Element**" means, in respect of a Receivable, the principal amount of that Receivable, calculated in accordance with the Credit and Collection Procedures.

"**Principal Element Purchase Price**" means the Principal Element Purchase Price specified in the Sale Notice dated the Closing Date but for the purposes of determining any Final Repurchase Price, Non-Compliant Receivable Repurchase Price, Non-Permitted Variation Receivable Repurchase Price, Tax Redemption Repurchase Price or Receivables Indemnity Amount, in respect of any Receivable, the Principal Element Purchase Price shall be the Outstanding Principal Balance of that Receivable on the Cut-Off Date.

"**Principal Receipts**" means all amounts comprising:

(a) the Principal Element of the Purchased Receivables (other than Purchased Receivables that have become Defaulted Receivables and all Voluntarily Terminated Receivables); and

(b) any other amounts received by the Issuer in respect of the Purchased Receivables which relate to the Principal Element of such Purchased Receivables (including, but not limited to, any amount relating to the Principal Element received by the Issuer in respect of any Non-Compliant Receivable Repurchase Price, any CCA Compensation Payment, any Receivables Indemnity Amount, any Non-Permitted Variation Receivable Repurchase Price and an amount equal to the aggregate Outstanding Note Principal Amount of all Collateralised Notes in relation to any Final Repurchase Price and any Tax Redemption Repurchase Price),

less the Principal Element of all payments that have been revoked (including payments not honoured by the relevant Obligor's paying bank) in respect of Purchased Receivables.

"**Priority of Payments**" means either of the Pre-Acceleration Priorities of Payments or the Post-Acceleration Priority of Payments (as applicable).

"**Prospectus**" means this prospectus dated 24 July 2020 prepared in connection with the issue by the Issuer of the Notes.

"**Prospectus Regulation**" means Regulation (EU) 2017/1129.

"**Provisional Cut-Off Date**" means 31 May 2020.

"**Provisional Portfolio**" means the provisional portfolio of Receivables as at the Provisional Cut-Off Date.

"**Purchase Price**" means the purchase price, which will be equal to the aggregate Initial Purchase Price in respect of the Receivables comprised within the Portfolio on the Closing Date.

"**Purchased Receivable Records**" means:

(a) all agreements, files, microfiles, correspondence, notes of dealing and other documents, books, books of account, registers, records and other information, in each case, held in electronic format; and

(b) all computer tapes and discs, computer programs, data processing software and related intellectual property rights,

in each case relating to the Purchased Receivables and/or the related Obligors and by or under the control and disposition of the Servicer or the Seller, as applicable.

"**Purchased Receivables**" means any Receivable (together with its Ancillary Rights) purchased (or purported to be purchased) by the Issuer pursuant to the Receivables Sale and Purchase Agreement which has neither been paid in full by or on behalf of the Obligor nor repurchased by the Seller pursuant to the Receivables Sale and Purchase Agreement.

"**Rated Notes**" means each Class of Notes in respect of which a rating has been assigned by the Rating Agencies, such Classes being, on the date of this Prospectus, 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 X1 Notes.

"**Rating Agencies**" means S&P and Moody's.

"**Rating Agency Confirmation**" means a confirmation in writing by the relevant Rating Agencies that the then current ratings of the Most Senior Class of Notes will not be downgraded, qualified or withdrawn as a result of the relevant event or matter, provided that if: (a) a confirmation or affirmation of rating or other response by a Rating Agency is a condition to any action or step under any Transaction Document; and (b) a written request for such confirmation affirmation or response is delivered to that Rating Agency by any of the Issuer, the Servicer, the Cap Provider (in respect of a Rating Agency Confirmation requested pursuant to the provisions of the Cap Agreement only) and/or the Note Trustee, as applicable (each a "**Requesting Party**") and one or more of the Rating Agencies (each a "**Non-Responsive Rating Agency**") indicates that it does not consider such confirmation, affirmation or response necessary in the circumstances, the Requesting Party shall be entitled to disregard the requirement for a confirmation or affirmation of rating or other response by each Non-Responsive Rating Agency which provides such indication and proceed on the basis of the confirmations or affirmations of rating or other responses received by each other Rating Agency or, if all the Rating Agencies indicate that they do not consider such confirmation, affirmation or response necessary in the circumstances, on the basis that such confirmation or affirmation of rating or other response by a Rating Agency is not required in the particular circumstances of the request. If a Rating Agency does not respond to a written request for a confirmation or affirmation of rating, such non response shall not be interpreted to mean that such Rating Agency has given any deemed confirmation or affirmation of rating or other response in respect of such action or step or any deemed indication that it does not consider such confirmation, affirmation or response necessary in the circumstances, provided that in the event of a non-response from all Rating Agencies, the Requesting Party will be entitled to proceed on the basis that such confirmation or affirmation of rating or other response by a Rating Agency is not required in the particular circumstances of the request.

"Recast Insolvency Regulation" means the Regulation (EU) No 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast).

"**Receivable**" means any and all claims and rights of the Seller, present and future, absolute or contingent, to payment from the Obligor under an HP Agreement (but excluding any Excluded Amounts).

"**Receivables Indemnity Amount**" means, where a Purchased Receivable has never existed, or has ceased to exist, such that it is not outstanding on the Repurchase Date, an amount, calculated by the Servicer, equal to the sum of: (i) the Initial Purchase Price of that Purchased Receivable, minus (ii) the sum of all Principal Receipts (multiplied by the Premium Element Purchase Price Percentage) and Revenue Receipts recovered or received in respect of such Purchased Receivable from the Cut-Off Date to the date on which the Receivables Indemnity Amount is paid, plus (iii) a deemed amount of accrued income on the relevant Purchased Receivable calculated on the basis of the APR stated in the loan level data for such Purchased Receivable and determined as at the date on which the Receivables Indemnity Payment is made.

"**Receivables Listing**" means the details of the Purchased Receivables which shall be contained in the Sale Notice.

"**Receivables Sale and Purchase Agreement**" means the receivables sale and purchase agreement between, *inter alios*, the Seller, the Issuer, and the Security Trustee on or about the Closing Date, under which the Seller sells and assigns Receivables to the Issuer.

"**Receiver**" or "**receiver**" means any receiver (including a receiver under the Law of Property Act 1925), receiver and manager or administrative receiver or any analogous officer in any jurisdiction (who in the case of an administrative receiver is a qualified person in accordance with the Insolvency Act 1986) and who is appointed by the Security Trustee under the Deed of Charge in respect of the security and includes more than one such receiver and any substituted receiver.

"**Reconciliation Amount**" means in respect of any Calculation Period (a) the actual Principal Receipts as determined in accordance with the available Monthly Reports, less (b) the Calculated Principal Receipts in respect of such Calculation Period, plus (c) any Reconciliation Amount not applied in previous Calculation Periods.

"**Recovery Collections**" means all amounts received by the Servicer during the relevant Calculation Period in respect of, or in connection with, any Purchased Receivable after the date such Purchased Receivable became a Defaulted Receivable (provided that such Defaulted Receivable has not been written off in total) including, for the avoidance of doubt, principal, interest, damages, reminder fees, past due interest and any other payment, by or for the account of the relevant Obligor minus all Excluded Amounts and all out of pocket expenses paid to third parties and incurred by the Servicer in connection with the collection and enforcement of the Defaulted Receivable in line with the Credit and Collection Procedures of the Servicer and excluding any VAT rebate thereon.

"**Register**" means the register kept at the specified office of the Registrar on which will be entered the names and addresses of the holders of the Notes and the Residual Certificates and the particulars of such Notes and the Residual Certificates held by them and all transfers and redemptions of such Notes and the Residual Certificates.

"**Registrar**" means Citibank, N.A., London Branch, acting through its office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB.

"**Relevant Date**" means the date falling 10 years after the Legal Maturity Date.

"**Replacement Cap Premium**" means an amount payable by the Issuer to a replacement Cap Provider upon entry by the Issuer into an agreement with such replacement Cap Provider to replace the outgoing Cap Provider.

"**Replacement Cash Manager**" means the replacement cash manager appointed pursuant to the terms of the Cash Management Agreement.

"**Replacement Servicing Agreement**" means (as applicable):

(a) the replacement servicing agreement set out in Schedule 2 (Replacement Servicing Agreement) to the Standby Servicer Agreement, expressed to be between the Standby Servicer, the Seller, the Note Trustee and the Security Trustee and which such parties will enter into, or be deemed by the terms of the Standby Servicer Agreement to enter into, on the Standby Servicer Succession Date; or

(b) the replacement servicing agreement entered into between, among others, the Issuer and any replacement Servicer (other than the Standby Servicer).

"**Replacement Trigger**" means the delivery by the Issuer or the Security Trustee of written notice to the Servicer terminating its appointment pursuant to clause 16.1 (*Servicer Termination Events*) of the Servicing Agreement following the occurrence of a Servicer Termination Event or, in the case of an Insolvency Event occurring in respect of the Servicer, the automatic termination of the Servicer's appointment under the Servicing Agreement.

"**Reporting Date**" means the 5th Business Day preceding the relevant Interest Payment Date.

"**Reporting Website**" means the website of the Securitisation Repository, being (https://www.euroabs.com) on the Closing Date, being a website that conforms to the requirements set out in Article 7(2) of the Securitisation Regulation.

"**Repurchase Date**" means the date on which a Purchased Receivable is repurchased by the Seller pursuant to the Receivables Sale and Purchase Agreement or, in respect of any Purchased Receivable which has never existed, or ceases to exist, such that it is not outstanding on the date on which it would otherwise be due to be so repurchased, the date on which it would otherwise be due to be repurchased pursuant to the Receivables Sale and Purchase Agreement had such Purchased Receivable existed.

"**Required Ratings**" means with respect to the Account Bank:

(a) a long term rating of "A" together with a short term rating of "A-1" from S&P; and

(b) a short-term rating of at least "P-1" and a long-term rating of at least "A2" from Moody's or, if such entity is only subject to a short-term rating from Moody's or a long-term rating from Moody's, a short-term rating of at least "P-1" or long-term rating of at least "A2" from Moody's,

or such other rating or ratings as may be agreed by the relevant Rating Agency from time to time (or as are consistent with the then published criteria of the relevant Rating Agency) as would maintain the then current ratings of the Rated Notes.

"**Reserve Fund**" means the general reserve account of the Issuer opened on or before the Closing Date with the Account Bank or any successor account.

"**Reserve Fund Excess Amount**" means, on any Interest Payment Date, the amount (not less than zero) equal to (i) the amount standing to the credit of the Reserve Fund on such Interest Payment Date (before the application of the Pre-Acceleration Revenue Priority of Payments) less the Reserve Fund Release Amount to be applied on such Interest Payment Date less (ii) the Reserve Fund Required Amount on the immediately preceding Calculation Date.

"**Reserve Fund Ledger (Class A)**" means the ledger of the same name maintained by the Cash Manager in accordance with the Cash Management Agreement.

"**Reserve Fund Ledger (Class B)**" means the ledger of the same name maintained by the Cash Manager in accordance with the Cash Management Agreement.

"**Reserve Fund Ledger (Class C)**" means the ledger of the same name maintained by the Cash Manager in accordance with the Cash Management Agreement.

"**Reserve Fund Ledger (Class D)**" means the ledger of the same name maintained by the Cash Manager in accordance with the Cash Management Agreement.

"**Reserve Fund Ledger (Class E)**" means the ledger of the same name maintained by the Cash Manager in accordance with the Cash Management Agreement.

"**Reserve Fund Ledger (Class F)**" means the ledger of the same name maintained by the Cash Manager in accordance with the Cash Management Agreement.

"**Reserve Fund Release Amount**" means, on any Calculation Date, an amount equal to the lesser of:

(a) the amount standing to the credit of the Reserve Fund on such Calculation Date; and

(b) the amount of the Interest Collection Shortfall on such Calculation Date.

"**Reserve Fund Required Amount"** means in respect of any Interest Payment Date, an amount equal to the aggregate of the Reserve Fund Required Amount (Class A), the Reserve Fund Required Amount (Class B), the Reserve Fund Required Amount (Class C), the Reserve Fund Required Amount (Class D), the Reserve Fund Required Amount (Class E) and the Reserve Fund Required Amount (Class F), calculated as at the immediately preceding Calculation Date.

"**Reserve Fund Required Amount (Class A)**" means, in respect of any Interest Payment Date, an amount (calculated as at the immediately preceding Calculation Date) equal to:

(a) during the period from (and including) the Closing Date (X) up to and including (1) the Final Class A Interest Payment Date (unless the Clean-Up Call is exercised on such date), (2) the Legal Maturity Date, (3) the date on which the Aggregate Outstanding Principal Balance is zero, (Y) up to but excluding the Interest Payment Date on which the Clean-Up Call is exercised and (Z) up to and including the date on which a Note Acceleration Notice is served on the Issuer by the Note Trustee, whichever expires soonest, an amount equal to the greater of:

   (i) 1.86% of the aggregate Outstanding Note Principal Amount of the Class A Notes as at such Calculation Date; and

   (ii) £200,000; and

(b) at any time thereafter, £0.

"**Reserve Fund Required Amount (Class B)**" means, in respect of any Interest Payment Date, an amount (calculated as at the immediately preceding Calculation Date) equal to:

(a) during the period from (and including) the Closing Date (X) up to and including (1) the Final Class B Interest Payment Date (unless the Clean-Up Call is exercised on such date), (2) the Legal Maturity Date, (3) the date on which the Aggregate Outstanding Principal Balance is zero, (Y) up to but excluding the Interest Payment Date on which the Clean-Up Call is exercised and (Z) up to and including the date on which a Note Acceleration Notice is served on the Issuer by the Note Trustee, whichever expires

soonest, an amount equal to 1.00% of the aggregate Outstanding Note Principal Amount of the Class B Notes as at such Calculation Date; and

(b) at any time thereafter, £0.

"**Reserve Fund Required Amount (Class C)**" means, in respect of any Interest Payment Date, an amount (calculated as at the immediately preceding Calculation Date) equal to:

(a) during the period from (and including) the Closing Date (X) up to and including (1) the Final Class C Interest Payment Date (unless the Clean-Up Call is exercised on such date), (2) the Legal Maturity Date, (3) the date on which the Aggregate Outstanding Principal Balance is zero, (Y) up to but excluding the Interest Payment Date on which the Clean-Up Call is exercised and (Z) up to and including the date on which a Note Acceleration Notice is served on the Issuer by the Note Trustee, whichever expires soonest, an amount equal to 1.00% of the aggregate Outstanding Note Principal Amount of the Class C Notes as at such Calculation Date; and

(b) at any time thereafter, £0.

"**Reserve Fund Required Amount (Class D)**" means, in respect of any Interest Payment Date, an amount (calculated as at the immediately preceding Calculation Date) equal to:

(a) during the period from (and including) the Closing Date (X) up to and including (1) the Final Class D Interest Payment Date (unless the Clean-Up Call is exercised on such date), (2) the Legal Maturity Date, (3) the date on which the Aggregate Outstanding Principal Balance is zero, (Y) up to but excluding the Interest Payment Date on which the Clean-Up Call is exercised and (Z) up to and including the date on which a Note Acceleration Notice is served on the Issuer by the Note Trustee, whichever expires soonest, an amount equal to 1.00% of the aggregate Outstanding Note Principal Amount of the Class D Notes as at such Calculation Date; and

(b) at any time thereafter, £0.

"**Reserve Fund Required Amount (Class E)**" means, in respect of any Interest Payment Date, an amount (calculated as at the immediately preceding Calculation Date) equal to:

(a) during the period from (and including) the Closing Date (X) up to and including (1) the Final Class E Interest Payment Date (unless the Clean-Up Call is exercised on such date), (2) the Legal Maturity Date, (3) the date on which the Aggregate Outstanding Principal Balance is zero, (Y) up to but excluding the Interest Payment Date on which the Clean-Up Call is exercised and (Z) up to and including the date on which a Note Acceleration Notice is served on the Issuer by the Note Trustee, whichever expires soonest, an amount equal to 1.00% of the aggregate Outstanding Note Principal Amount of the Class E Notes as at such Calculation Date; and

(b) at any time thereafter, £0.

"**Reserve Fund Required Amount (Class F)**" means, in respect of any Interest Payment Date, an amount (calculated as at the immediately preceding Calculation Date) equal to:

(a) during the period from (and including) the Closing Date (X) up to and including (1) the Final Class F Interest Payment Date (unless the Clean-Up Call is exercised on such date), (2) the Legal Maturity Date, (3) the date on which the Aggregate Outstanding Principal Balance is zero, (Y) up to but excluding the Interest Payment Date on which the Clean-Up Call is exercised and (Z) up to and including the date on which a Note Acceleration Notice is served on the Issuer by the Note Trustee, whichever expires

soonest, an amount equal to 1.00% of the aggregate Outstanding Note Principal Amount of the Class F Notes as at such Calculation Date; and

(b) at any time thereafter, £0.

"**Residual Certificate Book-Entry Interests**" means the beneficial interests in the Global Residual Certificate.

"**Residual Certificate Conditions**" means the terms and conditions of the Notes (which terms and conditions are set out in the Prospectus).

"**Residual Certificate Payment**" means:

(a) prior to the delivery of a Note Acceleration Notice, in respect of each Interest Payment Date, the amount (if any) by which Available Revenue Receipts exceed the amounts required to satisfy items (a) to (z) of the Pre-Acceleration Revenue Priority of Payments on that Interest Payment Date; and

(b) following the delivery of a Note Acceleration Notice, in respect of each date on which amounts are to be applied in accordance with the Post-Acceleration Priority of Payments, the amount by which amounts available for payment in accordance with the Post-Acceleration Priority of Payments exceed the amounts required to satisfy items (a) to (k) of the Post-Acceleration Priority of Payments on that date.

"**Residual Certificate Payment Amount**" means, for a Residual Certificate on any date on which amounts are to be applied in accordance with the applicable Priority of Payments, the Residual Certificate Payment for that date, divided by the number of Residual Certificates then in issue.

"Residual Certificates" means the residual certificates which are constituted by the Trust Deed and issued on the Closing Date by the Issuer.

"**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);

(b) any amounts received by the Issuer in respect of any Defaulted Receivables and Voluntarily Terminated Receivables (including, but not limited to, any Recovery Collections and Defaulted Receivables Payments) and all Vehicle Sale Proceeds in relation to such Receivables;

(c) any amount received by the Issuer in respect of any CCA Compensation Payments, Receivables Indemnity Amounts, Non-Compliant Receivable Repurchase Price and Non-Permitted Variation Receivable Repurchase Price, in each case to the extent that the same represents a payment in respect of the Income Element of the Purchased Receivables and in respect of any Final Repurchase Price and Tax Redemption Repurchase Price the amounts remaining after allocation of such amounts to the Principal Receipts; and

(d) any other amounts (other than Excluded Amounts) received by the Issuer in respect of the Purchased Receivables which is not in respect of the Principal Element of such Purchased Receivables,

less the Income Element of all payments that have been revoked (including payments not honoured by the Obligor's paying bank) in respect of Purchased Receivables.

"**Risk Retention U.S. Person"** means a U.S. person as defined in the U.S. Risk Retention Rules.

"**Risk Tier**" means, in relation to an HP Agreement, the risk tier with which such HP Agreement is categorised, as at the relevant origination date, on the systems of the Seller in accordance with the Seller's Credit and Collection Procedures.

"**Risk Tier 1 HP Agreement**" means an HP Agreement which is categorised, as at the relevant origination date, on the systems of the Seller with a risk tier of "1" in accordance with the Seller's Credit and Collection Procedures.

"**Risk Tier 2 HP Agreement**" means an HP Agreement which is categorised, as at the relevant origination date, on the systems of the Seller with a risk tier of "2" in accordance with the Seller's Credit and Collection Procedures.

"**Risk Tier 3 HP Agreement** means an HP Agreement which is categorised, as at the relevant origination date, on the systems of the Seller with a risk tier of "3" in accordance with the Seller's Credit and Collection Procedures.

"**Risk Tier 4 HP Agreement**" means an HP Agreement which is categorised, as at the relevant origination date, on the systems of the Seller with a risk tier of "4" in accordance with the Seller's Credit and Collection Procedures.

"**Risk Tier 5 HP Agreement**" means an HP Agreement which is categorised, as at the relevant origination date, on the systems of the Seller with a risk tier of "5" in accordance with the Seller's Credit and Collection Procedures.

"**Risk Tier 6 HP Agreement**" means an HP Agreement which is categorised, as at the relevant origination date, on the systems of the Seller with a risk tier of "6" in accordance with the Seller's Credit and Collection Procedures.

"**Risk Tier 7 HP Agreement**" means an HP Agreement which is categorised, as at the relevant origination date, on the systems of the Seller with a risk tier of "7" in accordance with the Seller's Credit and Collection Procedures.

"**Risk Tier 8 HP Agreement**" means an HP Agreement which is categorised, as at the relevant origination date, on the systems of the Seller with a risk tier of "8" in accordance with the Seller's Credit and Collection Procedures.

"**S&P**" and "**Standard and Poor's**" means S&P Global Ratings Europe Limited and any successor to the debt rating business thereof.

"**S&P Collateral Framework Option**" has the meaning given to it in the relevant Cap Agreements.

"**Sale Notice**" means the notice of the sale of Receivables substantially in the form of Appendix 4 (*Form of Sale Notice*) of the Receivables Sale and Purchase Agreement.

"**Scottish Supplemental Charge**" means the assignation in security granted by the Issuer in respect of its beneficial interest in the Vehicle Declaration of Trust pursuant to clause 3.7 (*Scottish Security*) of the Deed of Charge.

"**Screen**" means Reuters Screen SONIA; or

(a) such other page as may replace Reuters Screen SONIA on that service for the purpose of displaying such information; or

(b) if that service ceases to display such information, such page as displays such information on such service (or, if more than one, that one previously selected by the Issuer) as may replace such screen;

"**Secured Creditors**" means the Noteholders, the Certificateholders, Corporate Services Provider, the Cash Manager, the Account Bank, the Cap Provider, the Paying Agent, the Interest Determination Agent, the Registrar, the Joint Lead Managers, the Note Trustee, the Security Trustee, the Seller, the Servicer (if different to the Seller), the Standby Servicer, any SR Reporting Provider, any Receiver and any other party which becomes a secured creditor pursuant to the Deed of Charge.

"**Secured Obligations**" means all duties and liabilities (present and future, actual and contingent) of the Issuer which the Issuer has covenanted with the Security Trustee to pay to the Noteholders and Certificateholders and the other Secured Creditors pursuant to clause 2.2 (*Covenant to Pay*) of the Deed of Charge.

"**Securities Act**" means the United States Securities Act of 1933, as amended.

"**Securitisation Regulation**" means Regulation (EU) 2017/2402 dated 12 December 2017 and 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 the Securitisation Regulation, 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 national competent authorities, and any implementing laws or regulations in force in the United Kingdom in relation to the Securitisation Regulation or amending the Securitisation Regulation as it will apply in the United Kingdom (together with applicable secondary legislation, guidance, regulatory technical standards, implementing technical standards and related documents published by the FCA and the PRA of the United Kingdom).

"**Securitisation Repository**" means:

(a) until a securitisation repository has been registered under Article 10 of the Securitisation Regulation and appointed by the Issuer in relation to the Notes, EuroABS Limited; and

(b) thereafter, any securitisation repository registered under Article 10 of the Securitisation Regulation appointed by the Issuer from time to time in relation to the Notes.

"**Security**" means all Adverse Claims from time to time created by the Issuer in favour of the Security Trustee (as trustee on behalf of itself and the other Secured Creditors) pursuant to the Deed of Charge.

"**Security Trustee**" means Citicorp Trustee Company Limited, including its successors and assigns.

"**Seller**" means Blue.

"**Seller Collection Account**" means an account held with the Collection Account Bank in the name of Blue into which Obligors are directed to make prepayments and certain other exceptional payments in respect of the Purchased Receivables.

"**Seller Collection Account Declaration of Trust**" means the trust declared by Blue on 12 July 2018 as supplemented by the Supplemental Seller Collection Account Declaration of Trust on or about the Closing Date in favour of, among others, the Issuer over the aggregate amount standing to the credit of the Seller Collection Account which relates to Purchased Receivables.

"**Seller Power of Attorney**" means the power of attorney granted in favour of the Issuer pursuant to the Receivables Sale and Purchase Agreement.

"**Seller Receivables Warranties**" means the warranties given by the Seller in respect of the Purchased Receivables as set out in clause 7.2 (*Seller Receivables Warranties*) of the Receivables Sale and Purchase Agreement.

"**Senior Expenses**" means, as at each Calculation Date or on any other date of determination, the amounts due (including any indemnity claims) or to become due prior to the related Interest Payment Date or other date of payment:

(a) to the Note Trustee under the Trust Deed and the Security Trustee or any Receiver appointed by it on or prior to such Interest Payment Date under the Deed of Charge;

(b) to the Corporate Services Provider under the Corporate Services Agreement;

(c) to the Registrar, the Paying Agent and the Interest Determination Agent under the Agency Agreement;

(d) to the Account Bank under the Bank Account Agreement;

(e) to the Cash Manager under the Cash Management Agreement;

(f) to the Servicer under the Servicing Agreement (including the Servicing Fee);

(g) to the Standby Servicer under the Standby Servicer Agreement;

(h) any amounts due and payable by the Issuer to the Cap Provider under Section 11 (*Expenses*) of the Cap Agreement (save for amounts due and payable by the Issuer to the Cap Provider which are (i) otherwise discharged by the Issuer on such Interest Payment Date or (ii) expressed to be payable to the Cap Provider without regard to the Priority of Payments);

(i) to any administrator or liquidator of the Issuer any Incentive Fee including any administrator or liquidator's costs and expenses in selling such Vehicle, to the extent the Seller does not retain the same from the relevant Vehicle Sale Proceeds;

(j) other than in the Post-Acceleration Priority of Payments, to any party who is not a party to any Transaction Document to whom the Issuer has delegated obligations in respect of EMIR (including any reporting or portfolio reconciliation obligations) or in respect of any agreements relating to EMIR; and

(k) to any SR Reporting Provider appointed pursuant to the Cash Management Agreement.

"**Servicer**" means Blue or at any time the person then authorised pursuant to the Servicing Agreement to service, administer and collect the Purchased Receivables.

"**Servicer Termination Event**" means the occurrence of any of the following events:

(a) an Insolvency Event occurs in respect of the Servicer;

(b) 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 7 Business Days after written notice of the same has been received by the Servicer or discovery of such failure by the Servicer;

(c) the Servicer (i) fails to observe or perform in any 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 (other than as referred to in paragraph (b) above and paragraph (ii) of this paragraph (c)) 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 60 calendar 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 (ii) fails to maintain its authorisations and permissions 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 calendar 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

(d) any of the representations or warranties given by the Servicer pursuant to the Servicing Agreement or any other Transaction Document to which it is a party or in any report provided by the Seller or the Servicer prove to be untrue, incomplete or inaccurate and such default results in a Material Adverse Effect on the Purchased Receivables and (if capable of remedy) continues unremedied for a period of 60 calendar 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.

"**Servicing Agreement**" means the servicing agreement entered into between the Issuer, the Seller, the Servicer, the Note Trustee and the Security Trustee on or about the Closing Date.

"**Servicing Fee**" means the servicing fee of 1.00% per annum of the Aggregate Outstanding Principal Balance payable by the Issuer to the Servicer pursuant to, and in accordance with, the Servicing Agreement.

"**Set-off Receivable**" means any Receivable in respect of which the Obligor has exercised a right of set-off which has resulted in the Seller receiving less in respect of the Receivable than was due (but for such set-off) pursuant to Sections 56, 75 and 75A of the CCA.

"**Share Trustee**" means Intertrust Corporate Services Limited.

"**Solvency II Regulation**" means Commission Delegated Regulation (EU) 2015/35 of 10 October 2014 supplementing Directive 2009/138/EC of the European Parliament and of the Council on the taking-up and pursuit of the business of Insurance and Reinsurance (Solvency II).

"**SONIA**" 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 Screen or, if the Screen is unavailable, as otherwise published by such authorised distributors (on the Business Day immediately following such Business Day).

If, in respect of any Business Day in the relevant Observation Period, a SONIA rate is not available on the Screen or has not otherwise been published by the relevant authorised distributors, such SONIA 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 rate to the Bank Rate over the previous five days on which a SONIA 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.

"**SR Investor Report**" means a monthly investor report containing the information prescribed by Article 7(1)(e) of the Securitisation Regulation which is prepared by the Cash Manager in accordance with the provisions of the Cash Management Agreement.

"**SR RTS Delegated Regulation**" means the Commission Delegated Regulation (EU) supplementing the Securitisation Regulation dated 16 October 2019.

"**SSPE**" has the meaning given to that term in the Securitisation Regulation.

"**Standard Documentation**" or "**Standard Documents**" means the forms of the standard documents used by the Seller in originating HP Agreements to be appended to the Receivables Sale and Purchase Agreement (including any data tape or computer disk containing such agreements) and any revised or substitute form.

"**Standby Servicer"** means Equiniti Gateway Ltd.

"**Standby Servicer Agreement**" means the standby servicer agreement entered into by the Issuer, the Standby Servicer, the Servicer, the Note Trustee and the Security Trustee on or about the Closing Date.

"**Standby Servicer Succession Date**" means the date on which the Standby Servicer assumes responsibility under the Replacement Servicing Agreement for performing the services thereunder following completion of the procedures and within the timeframe contemplated by the Standby Servicer Agreement.

"**Subscription Agreement**" means the subscription agreement entered into by the Issuer, the Seller, the Joint Lead Managers and the Joint Arrangers on or about the date of this Prospectus.

"**Subsequent S&P Required Rating**" has the meaning given to it in the Cap Agreement.

"**Supplemental Seller Collection Account Declaration of Trust**" means the supplemental collection account declaration of trust supplementing the Seller Collection Account Declaration of Trust and dated on or about the Closing Date in favour of the Issuer.

"**Surplus Available Principal Receipts**" means Available Principal Receipts to be applied as Available Revenue Receipts in accordance with item (g) of the Pre-Acceleration Principal Priority of Payments.

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature imposed in any jurisdiction (including any penalty or interest payable in connection with any failure to pay or any delay in paying the same).

"**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under a Transaction Document, other than a FATCA Deduction.

"Tax Redemption Receivables" means, on any Interest Payment Date, all Purchased Receivables then owned by the Issuer.

"**Tax Redemption Receivables Call Option**" means the call option granted to the Seller pursuant to clause 8.6 (*Tax Redemption Receivables Call Option*) of the Receivables Sale and Purchase Agreement, under which the Seller, prior to the occurrence of an Insolvency Event in respect of the Seller, has the right to repurchase from the Issuer all Purchased Receivables then owned by the Issuer.

"**Tax Redemption Repurchase Price**" means an amount equal to the higher of:

(a) an amount, calculated by the Servicer, equal to the sum of (i) the aggregate Initial Purchase Price in respect of the Tax Redemption Receivables, less (ii) the sum of all Principal Receipts (multiplied by the Premium Element Purchase Price Percentage) and Revenue Receipts recovered or received by the Issuer in respect of the Tax Redemption Receivables from the Cut-Off Date to the Repurchase Date, plus (iii) any accrued and unpaid income in respect thereof as at the date of the repurchase; and

(b) all amounts required to be paid on the Interest Payment Date which has been fixed for redemption in accordance with the relevant Priority of Payments (taking into account the redemption of the Notes in full) less any Available Revenue Receipts and Available Principal Receipts to be applied on such date.

"**Template Effective Date**" means the date on which the final regulatory technical standards under Article 7 of the Securitisation Regulation are adopted by the European Commission.

"**Transaction**" means the securitisation transaction in connection with which the Notes and the Residual Certificate are issued and to which the Transaction Documents refer.

"**Transaction Account**" means the distribution account of the Issuer opened on or before the Closing Date with the Account Bank with the separate Issuer Profit Ledger or any successor account.

"**Transaction Documents**" means the Trust Deed, the Deed of Charge (and any document entered into pursuant thereto, including the Scottish Supplemental Charge and the Issuer Power of Attorney), the Agency Agreement, the Bank Account Agreement, the Cash Management Agreement, the Receivables Sale and Purchase Agreement, the Seller Power of Attorney, the Servicing Agreement, the Standby Servicer Agreement, the Global Notes representing the Notes, the Global Residual Certificate, the Master Definitions Schedule, the Collection Account Declarations of Trust, the Cap Agreement, the Corporate Services Agreement, the Vehicle Declaration of Trust, the Netting Letter and the Issuer ICSDs Agreement and other agreement entered into between the Transaction Parties from time to time which designated as a "Transaction Document" by the parties thereto.

"**Transaction Party**" means a party to a Transaction Document.

"**Trust Corporation**" means a corporation entitled by rules made under the Public Trustee Act 1906 or entitled pursuant to any other comparable legislation applicable to a trustee in any other jurisdiction to carry out the functions of a custodian trustee.

"**Trust Deed**" means the trust deed dated on the Closing Date between the Issuer, the Note Trustee and the Security Trustee.

"**TSC Regulations**" means the Taxation of Securitisation Companies Regulations 2006 (SI 2006/3296) (as amended).

"**UCPD**" means the Unfair Commercial Practices Directive No 2005/29.

"**UK**" or "**United Kingdom**" means the United Kingdom of Great Britain and Northern Ireland.

"**UK GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) as it forms part of retained EU law (as defined in the European Union (Withdrawal) Act 2018).

"UNCITRAL Implementing Regulations" means the UNCITRAL (United Nations Commission on International Trade Law) Model Law implemented in Great Britain on 4 April 2006 by the Cross-Border Insolvency Regulations (2006) (*SI 2006/1030*).

"**United States**" means, for the purpose of the Transaction, 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, American Samoa, Wake Island and the Northern Mariana Islands).

"**U.S. Person**" means a U.S. person as defined in Regulation S.

"**U.S. Risk Retention Rules**" means Regulation RR (17 C.F.R Part 246) implementing the risk retention requirements of Section 15G of the Exchange Act, as amended, adopted pursuant to the requirements of Section 941 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

"**U.S. Risk Retention Waiver**" means an exemption provided for in Section 20 of the U.S. Risk Retention Rules.

"**Variation**" means any amendment or variation to the terms of an HP Agreement after the Cut-Off Date.

"**VAT**" or "**Value Added Tax**" means value added tax in the UK as provided for in the VATA and legislation supplemental thereto and any similar tax in any other jurisdiction.

"**VATA**" means the Value Added Tax Act 1994.

"**Vehicle**" means, with respect to any Purchased Receivable, any vehicle the subject of the HP Agreement related to such Purchased Receivable.

"**Vehicle Declaration of Trust**" means the declaration of trust granted by the Seller in favour of the Issuer on or about the Closing Date in the form set out in Schedule 6 (*Vehicle Declaration of Trust*) to the Receivables Sale and Purchase Agreement.

"**Vehicle Sale Proceeds**" means, in relation to a Purchased Receivable, the proceeds of sale of the Vehicle that is the subject of the relevant HP Agreement including a sale of such Vehicle arising due to the return or repossession of such Vehicle following a default under the relevant HP Agreement or exercise by the relevant Obligor of a Voluntary Termination.

"**Vehicle Trust Property**" has the meaning given to it in the Vehicle Declaration of Trust.

"**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 voluntary termination of a HP Agreement by an Obligor pursuant to Section 99 of the CCA.

"**Written Resolution**" means, in respect of a Class of Notes, a resolution referred to in paragraph (a)(ii) of the definition of Extraordinary Resolution or Ordinary Resolution above and, in respect of the Residual Certificates, a resolution referred to in paragraph (b)(ii) of the definition of Extraordinary Resolution or Ordinary Resolution above.

INDEX OF DEFINED TERMS

REGISTERED OFFICE OF THE ISSUER

Azure Finance No.2 plc
1 Bartholomew Lane
London EC2N 2AX
United Kingdom

THE SELLER AND SERVICER

Blue Motor Finance Limited
Darenth House
84 Main Road
Sundridge
Kent TN14 6ER
United Kingdom

THE JOINT ARRANGERS

Citigroup Global Markets Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

THE JOINT LEAD MANAGERS

Citigroup Global Markets Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

THE NOTE TRUSTEE / THE SECURITY TRUSTEE

Citicorp Trustee Company Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

THE ACCOUNT BANK / THE CASH MANAGER / THE PAYING AGENT / THE INTEREST DETERMINATION AGENT / REGISTRAR

Citibank, N.A., London Branch
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

LEGAL ADVISORS

Counsel to the Joint Arrangers and the Joint Lead Managers

as to English law

Hogan Lovells International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG
United Kingdom

as to Scots law

Shepherd and Wedderburn LLP
5th Floor
1 Exchange Crescent
Conference Square
Edinburgh
United Kingdom

Counsel to the Seller and the Servicer as to English law

Slaughter and May
1 Bunhill Row
London
EC1Y 8YY

Counsel to the Note Trustee and the Security Trustee as to English law

Hogan Lovells International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG
United Kingdom

IRISH LISTING AGENT

Arthur Cox Listing Services Limited
Ten Earlsfort Terrace
Dublin 2, D02 T380
Ireland

AZURE FINANCE NO.2 PLC

IMPORTANT NOTICE

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

You must read the following disclaimer before continuing.

The following applies to 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 amendments of such terms and conditions 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 ISSUE OR THE SOLICITATION OF AN OFFER TO BUY, SUBSCRIBE FOR OR OTHERWISE ACQUIRE THE SECURITIES OF THE ISSUER IN THE UNITED STATES OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR THE SECURITIES LAWS OR "BLUE SKY" LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT ("**U.S. PERSONS**"), EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH ANY APPLICABLE STATE OR LOCAL SECURITIES LAWS AND UNDER CIRCUMSTANCES WHICH WOULD NOT REQUIRE THE ISSUER TO REGISTER UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**"). IN CONNECTION WITH THE INITIAL DISTRIBUTION OF THE SECURITIES OFFERED HEREBY, THE SECURITIES WILL BE OFFERED AND SOLD ONLY OUTSIDE THE UNITED STATES TO PERSONS WHO ARE NOT U.S. PERSONS. THERE HAS BEEN AND WILL BE NO PUBLIC OFFERING OF THE SECURITIES IN THE UNITED STATES.

THE PROSPECTUS MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER AND, IN PARTICULAR, MAY NOT BE FORWARDED TO ANY U.S. PERSON OR TO ANY U.S. ADDRESS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THE PROSPECTUS 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.

BLUE MOTOR FINANCE LIMITED (THE "**SELLER**"), AS THE SPONSOR UNDER THE U.S. RISK RETENTION RULES, DOES NOT INTEND TO RETAIN AT LEAST 5 PER CENT. OF THE CREDIT RISK OF THE SECURITIZED ASSETS FOR THE PURPOSES OF COMPLIANCE WITH THE FINAL RULES PROMULGATED UNDER SECTION 15G OF THE U.S. SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (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. CONSEQUENTLY, EXCEPT WITH THE PRIOR CONSENT OF THE SELLER (A "**U.S. RISK RETENTION WAIVER**") AND WHERE SUCH SALE FALLS WITHIN THE EXEMPTION PROVIDED BY SECTION 20 OF THE U.S. RISK RETENTION RULES, THE SECURITIES OFFERED BY THE

PROSPECTUS MAY NOT BE SOLD TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON AS DEFINED IN THE U.S. RISK RETENTION RULES ("**RISK RETENTION U.S. PERSON**"). PROSPECTIVE INVESTORS SHOULD NOTE THAT THE DEFINITION OF "U.S. PERSON" IN THE U.S. RISK RETENTION RULES IS SIMILAR TO, BUT NOT IDENTICAL TO, THE DEFINITION OF "U.S. PERSON" IN REGULATION S AND THAT PERSONS WHO ARE NOT "U.S. PERSONS" UNDER REGULATION S MAY BE "U.S. PERSONS" UNDER THE U.S. RISK RETENTION RULES. EACH PURCHASER OF SUCH SECURITIES OR A BENEFICIAL INTEREST THEREIN ACQUIRED IN THE INITIAL DISTRIBUTION OF THE SECURITIES BY ITS ACQUISITION OF THE SECURITIES OR A BENEFICIAL INTEREST THEREIN, WILL BE DEEMED TO HAVE MADE CERTAIN REPRESENTATIONS AND AGREEMENTS, INCLUDING THAT IT (1) EITHER (i) IS NOT A RISK RETENTION U.S. PERSON OR (ii) IT HAS OBTAINED A U.S. RISK RETENTION WAIVER FROM THE SELLER, (2) IS ACQUIRING SUCH SECURITIES OR A BENEFICIAL INTEREST THEREIN FOR ITS OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTING SUCH SECURITIES, AND (3) IS NOT ACQUIRING SUCH SECURITIES OR A BENEFICIAL INTEREST THEREIN AS PART OF A SCHEME TO EVADE THE REQUIREMENTS OF THE U.S. RISK RETENTION RULES (INCLUDING ACQUIRING SUCH SECURITIES THROUGH A NON-RISK RETENTION U.S. PERSON, RATHER THAN A RISK RETENTION U.S. PERSON, AS PART OF A SCHEME TO EVADE THE 10 PER CENT. RISK RETENTION U.S. PERSON LIMITATION IN THE EXEMPTION PROVIDED FOR IN SECTION 20 OF THE U.S. RISK RETENTION RULES).

In order to be eligible to view the prospectus or make an investment decision with respect to the securities, investors must not be a U.S. Person (or unless the Seller consents otherwise, a Risk Retention U.S. Person) or located in the United States. By accepting the e-mail and accessing the prospectus, you will be deemed to have represented to the sender that you have understood and agree to the terms set out herein; you are not a U.S. Person (or unless the Seller consents otherwise, a Risk Retention U.S. Person) or acting for the account or benefit of any U.S. Person (or, unless the Seller consents otherwise, any Risk Retention U.S. Person); the e-mail address that you have given to the sender 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), any State of the United States or the District of Columbia; and that you consent to delivery of the prospectus by electronic transmission.

The issuance of the Notes and the Residual Certificates has not been designed to comply with the U.S. Risk Retention Rules other than the exemption under Section 20 of the U.S. Risk Retention Rules, and no other steps have been taken by the Issuer, the Seller, the Joint Arrangers, the Joint Lead Managers or any of their respective affiliates or any other party to accomplish such compliance.

Under no circumstances does the prospectus constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale 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, the Class X Notes or the Residual Certificates referred to in the prospectus in any jurisdiction in which such offer, solicitation or sale would be unlawful. Recipients of the prospectus who intend to subscribe for or purchase the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes, the Class X Notes or the Residual Certificates are reminded that any subscription or purchase may only be made on the basis of the information contained in the final prospectus. The prospectus may only be communicated to persons in the United Kingdom in circumstances where section 21(1) of the Financial Services and Markets Act 2000 does not apply to the Issuer.

The Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes, the Class X Notes and the Residual Certificates 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 in the United Kingdom. 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) not a qualified investor as defined in Regulation (EU) 2017/1129 (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 and the Residual Certificates or otherwise making them available to retail investors in the EEA or in the United Kingdom has been prepared and therefore offering or selling the Notes and the Residual Certificates or otherwise making them available to any retail investor in the EEA or in the United Kingdom may be unlawful under the PRIIPS Regulation.

Solely for the purpose of each manufacturer's product approval process, the target market assessment in respect of the Notes and the Residual Certificates has led to the conclusion that: (i) the target market for the Notes and the Residual Certificates is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes and the Residual Certificates to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes and the Residual Certificates (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 manufacturer's target market assessment) and determining appropriate distribution channels.

The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licenced broker or dealer and a Joint Lead Manager or any affiliate of a Joint Lead Manager is a licenced broker or dealer in that jurisdiction, the offering will be deemed to be made by such Joint Lead Manager or such affiliate on behalf of the Issuer in such jurisdiction.

You are reminded that the prospectus has been delivered to you on the basis that you are a person into whose possession the 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 the prospectus to any other person.

The 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 the Issuer, the Seller (in its capacity as the Seller and the Servicer), the Joint Lead Managers nor the Joint Arrangers nor any person who controls any of the same nor any director, officer, employee or agent of such person or affiliate of any such person accepts any liability or responsibility for any difference between the prospectus distributed to you in electronic format and the hard copy version available to you on request during normal business hours at the specified offices of the Paying Agent.