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.

OODLE FINANCIAL SERVICES 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 (AS DEFINED BELOW), 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 DISTRIBUTE 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).

CITIBANK, N.A., LONDON BRANCH, AS POTENTIAL HOLDER OF THE CLASS A LOAN NOTE, AS FURTHER DESCRIBED IN THE SECTION "*SIGNIFICANT INVESTOR – CLASS A LOAN NOTE HOLDER*" IN THIS PROSPECTUS, MAKES NO REPRESENTATION OR WARRANTY AND ACCEPTS NO RESPONSIBILITY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION DISCLOSED IN THIS PROSPECTUS.

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, Arranger, 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, the Class A Loan Note 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, the Class A Loan Note 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 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.

Article 5 of the EU Securitisation Regulation places certain conditions on investments in a "securitisation" (as defined in the EU Securitisation Regulation) (the "**EU Due Diligence Requirements**") by an "institutional investor" (as defined in the EU Securitisation Regulation). The EU Due Diligence Requirements also apply to investments by certain consolidated affiliates, wherever established or located, of such institutional investors which are CRR firms (as defined by Article 4(1)(2A) of Regulation (EU) No 575/2013) (such affiliates, together with all such institutional investors, "**EU Affected Investors**").

On the Closing Date and while any of the Notes remain outstanding, Oodle will, as an originator for the purposes of the Regulation (EU) 2017/2402 as retained under the domestic law of the UK as "retained EU law" by operation of the EUWA, and as amended by the Securitisation (Amendment) (EU Exit) Regulations 2019 (the "**Securitisation EU Exit Regulations**") (and as may be further amended, the "**UK Securitisation Regulation**") and Regulation (EU) 2017/2402 as in force in the European Union (the "**EU Securitisation Regulation**"), retain a material net economic interest of not less than 5% in the securitisation as required by Article 6(1) of the UK Securitisation Regulation the "**UK Retention Requirement**"). In addition, although the EU Securitisation Regulation is not applicable to it, Oodle, as originator, will retain (on a contractual basis), a material net economic interest of not less than 5% in the securitisation in accordance with Article 6 of the EU Securitisation Regulation and as required for the purposes of Article 5(1)(d) of the EU Securitisation Regulation (not taking into account any relevant national measures) as if it were applicable to it until such time as Oodle certifies to the Issuer that a competent EU authority has confirmed that the satisfaction of the UK Retention Requirements would also satisfy the EU Retention Requirements (the "**EU Retention Requirement**" and, together with the UK Retention Requirement, the "**Retention Requirement**" and the retention thereunder the "**Retention**") due to the application of an equivalence regime or similar analogous concept. Investors should note that the obligation of the Seller to comply with the EU Retention Requirements is strictly contractual and the Seller has elected to comply with such requirements in its discretion.

With respect to any reporting requirements pursuant to Article 7 of the EU Securitisation Regulation (the "**EU Reporting Requirements**"), such obligations of the Issuer shall apply only (i) until such time as the Seller certifies to the Issuer and the Note Trustee that a competent EU authority has confirmed that the satisfaction of the relevant reporting requirements under the UK Securitisation Regulation (the "**UK Reporting Requirements**") will also satisfy the EU Reporting Requirements due to the application of an equivalency regime or similar analogous concept) and (ii) to the extent that, after the Closing Date, there is any divergence between the UK Reporting Requirements and the EU Reporting Requirements, on a best efforts basis.

Failure by a EU Affected Investor to comply with the EU Due Diligence Requirements with respect to an investment in the Notes offered by the prospectus may result in regulatory sanctions being imposed by the competent authority of such EU Affected Investor (including the imposition of a higher regulatory capital charges on that investment).

Prospective EU Affected Investors are themselves responsible for analysing their own regulatory position, and should consult their own advisers in this respect and should consider (and where appropriate, take independent advice on) the application of the EU Securitisation Regulation or other applicable regulations and the suitability of the Notes for investment.

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 Transaction Parties, the Joint Lead Managers nor the Arranger 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 from the Issuer or the Joint Lead Managers.

Dowson 2022-2 plc

(*a public limited company incorporated under the laws of England and Wales with registered number* 14191383*)*

Legal entity identifier (LEI): 2138007VE7NHNFWYH460
Securitisation Transaction Unique Identifier: 2138007VE7NHNFWYH460N202201

Notes	**Initial Aggregate Outstanding Principal Amount 312,300,000 (GBP)**	**Interest Rate / Reference Rate**	**Relevant Margin**	**Legal Maturity Date**	**Expected Ratings Moody's and S&P**
Class A Loan Note[1]	89,347,000	Compounded Daily SONIA + Relevant Margin, the sum being subject to a floor of zero	1.40%	Interest Payment Date falling in August 2029, subject to the Modified Following Business Day Convention	Aaa(sf) / AAA(sf)
Class A Notes	98,753,000	Compounded Daily SONIA + Relevant Margin, the sum being subject to a floor of zero	1.40%	Interest Payment Date falling in August 2029, subject to the Modified Following Business Day Convention	Aaa(sf) / AAA(sf)
Class B Notes	35,800,000	Compounded Daily SONIA + Relevant Margin, the sum being subject to a floor of zero	2.70%	Interest Payment Date falling in August 2029, subject to the Modified Following Business Day Convention	Aa1(sf) / AA(sf)
Class C Notes	26,900,000	Compounded Daily SONIA + Relevant Margin, the sum being subject to a floor of zero	3.70%	Interest Payment Date falling in August 2029, subject to the Modified Following Business Day Convention	A2(sf) / A(sf)
Class D Notes	14,900,000	Compounded Daily SONIA + Relevant Margin, the sum being subject to a floor of zero	5.25%	Interest Payment Date falling in August 2029, subject to the Modified Following Business Day Convention	Baa3(sf) / BBB+(sf)
Class E Notes	17,900,000	Compounded Daily SONIA + Relevant Margin, the sum being subject to a floor of zero	8.00%	Interest Payment Date falling in August 2029, subject to the Modified Following Business Day Convention	Ba3(sf) / BB(sf)
Class F Notes	14,900,000	Compounded Daily SONIA + Relevant Margin, the sum being subject to a floor of zero	12.00%	Interest Payment Date falling in August 2029, subject to the Modified Following Business Day Convention	Caa3(sf) / B-(sf)
Class X Notes	13,800,000	Compounded Daily SONIA + Relevant Margin, the sum being subject to a floor of zero	9.00%	Interest Payment Date falling in August 2029, subject to the Modified Following Business Day Convention	B1(sf) / CCC(sf)

[1] The Class A Loan Note is not being offered pursuant to this Prospectus and references to the Class A Loan Note are included in this Prospectus for information purposes only.

Arranger

Citigroup

Joint Lead Managers

BNP PARIBAS **Citigroup**

The date of this Prospectus is 16 September 2022.

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**") and the Class X Notes (the "**Class X Notes**" together with 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 "**Notes**") in the classes set out above on 20 September 2022 (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**".

At the time of issuing the Notes, the Issuer will also issue the Class A Loan Note.

The Class A Loan Note and the Notes taken together are collectively the "**Debt**", and the Class A Loan Note and the Class A Notes taken together are collectively the "**Class A Debt**". The Collateralised Notes together with the Class A Loan Note are together collectively the "**Collateralised Debt**".

Class A Loan Note

On the Closing Date, the Issuer will, pursuant to the Class A Loan Note Agreement, issue a Class A Loan Note to the Original Class A Loan Noteholder. Under the terms of the Class A Loan Note Agreement, the Class A Loan Noteholders will be entitled to receive interest, principal and other amounts from the Issuer. This Prospectus therefore contains information relating to the Class A Loan Note to enable the other Debtholders to understand the liabilities of the Issuer to the Class A Loan Noteholders. All references in this Prospectus to the Class A Loan Note are included for information purposes only and in order to describe the Class A Loan Note insofar as it is relevant to the issue of the other Debt. For the avoidance of doubt, the Class A Loan Note is not being offered under or pursuant to this Prospectus.

Residual Certificates

In addition to the Debt, 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 Class A Loan Notes) and the Residual Certificates from a portfolio comprising receivables (and certain Ancillary Rights) under or in connection with the Financing Agreements (the "**Portfolio**") originated by Oodle Financial Services Limited ("**Oodle**" and the "**Seller**") with borrowers ("**Obligors**") which will be purchased by the Issuer on the Closing Date (except in relation to the Dowson 2020-1 Receivables (and the Ancillary Rights) which will be purchased on the Dowson 2020-1 Sale Date). The Financing Agreements provide for equal monthly payments over the term of the agreement (with the exception of the first and last payment, which may include certain fees). The Portfolio will not include PCP Contracts. Certain of the Financing Agreements also include loans made to Obligors to finance Add-On Products, where the Obligor elects to take such Add-On Products and finance for them in addition to financing in relation to the Vehicle itself.

Certain characteristics of the Portfolio are described in the sections of this Prospectus "*DESCRIPTION OF THE PORTFOLIO*" and in "*PORTFOLIO CHARACTERISTICS AND HISTORICAL DATA*".

Credit Enhancement

- Payments of principal on the Collateralised Debt will be made in sequential order (other than in relation to the Class F Notes in certain circumstances).
- Through the Principal Deficiency Ledger, each Class of Collateralised Debt 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 Debt 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 and the Class A Loan Note (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 an Acceleration Notice.
- In the case of the Class X Notes, principal payments will benefit from credit enhancement in the amount by which Available Revenue Receipts exceed the 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 an Acceleration Notice, the Reserve Fund (to the extent available) and the subordination of the Class F Notes.
- The Residual Certificates are subordinate to all payments due in respect of the Notes and the Class A Loan Note, as provided in the Residual Certificate Conditions and the Transaction Documents.

For further explanation, please see "*TRANSACTION OVERVIEW – Credit Structure and Cashflow*".

Liquidity Support

- In relation to each Class of Debt, 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 applicable sub-ledger of the Reserve Fund from time to time will serve as liquidity support for the Class A Notes, the Class A Loan Note, 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 "*TRANSACTION OVERVIEW – Credit Structure and Cashflow*".

Redemption Provisions

The Notes and the Class A Loan Note 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 A Loan Note, 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 of the Notes or the Class A Loan Notes on any Interest Payment Date exercisable by the Issuer for tax reasons;
- an optional redemption in whole exercisable by the Issuer (acting on the directions of Oodle) on the Interest Payment Date falling in May 2025 or on any Interest Payment Date thereafter; 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 X Notes.

Information on any optional and mandatory redemption of the Notes is summarised in the section "*TRANSACTION OVERVIEW - Overview of the Conditions of the Debt and the Residual Certificates"* and set out in full in Condition 5 (*Redemption*).

Credit Rating Agencies

Ratings will be assigned to the Debt by Moody's Investors Service Limited ("**Moody's**") and S&P Global Ratings UK 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 "**EU CRA Regulation**") unless the rating is provided by a credit rating agency operating in the European Union before 7 June 2010 which has submitted an application for registration in accordance with the EU CRA Regulation and such registration is not refused. Such general restriction will also apply in the case of credit ratings issued by third country non-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant third country rating agency is certified in accordance with the EU CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances.

Similarly, UK 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 UK and registered under the EU CRA Regulation, as it forms part of UK domestic law by virtue of the EUWA and amended by the Credit Rating Agencies (amendment etc.) (EU Exit) Regulation 2019 (the "**UK CRA Regulation**"). In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency, or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation.

Each of Moody's and S&P is a credit rating agency established in the UK and registered under the UK CRA Regulation.

The FCA is obliged to maintain on its website, http://www.fca.org.uk/, a list of credit rating agencies registered and certified in accordance with the UK CRA Regulation. This list must be updated within five working days of FCA's adoption of any decision to withdraw the registration of a credit rating agency under the UK CRA Regulation. Therefore, such list is not conclusive evidence of the status of the relevant rating agency as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated FCA list. Such website and its contents do not form part of this Prospectus.

Each of Moody's and S&P are included on the list of registered and certified credit rating agencies that is maintained by the FCA.

The rating Moody's has given to the Notes is endorsed by Moody's Deutschland GmbH, which is established in the EU and registered under the EU CRA Regulation. The rating S&P has given to the Notes is endorsed by S&P Global Ratings Europe Limited, which is established in the EU and registered under the EU CRA Regulation.

Each of Moody's Deutschland GmbH and S&P Global Ratings Europe Limited is included in the list of credit rating agencies published by the European Securities and Markets Authority ("**ESMA**") on its website (at https://www.esma.europa.eu/supervision/credit-rating-agencies/risk) in accordance with the EU CRA Regulation. Such website and its contents do not form part of this Prospectus.

The Residual Certificates will not be rated.

Credit Ratings

The ratings assigned to the Debt 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 A Loan Note, 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 of interest on each Interest Payment 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 Final Redemption Date.

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

- the likelihood of full and timely payment of interest to the holders of the Class A Loan Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, respectively, on each Interest Payment Date and ultimate payment of principal by a date that is not later than the Final Redemption Date; and
- the likelihood of full and ultimate payment of interest and principal to the holders of the Class F Notes and the Class X Notes respectively, by a date that is not later than the Final Redemption Date.

However, the ratings assigned to the Debt do not represent any assessment of the likelihood or level of principal prepayments. The ratings do not address the possibility that the Debtholders 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 Debt 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 Debt 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 Notes by such other rating agency could be lower than the respective ratings assigned by the Rating Agencies.

The assignment of ratings to the Debt is not a recommendation to invest in the Notes. Any credit rating assigned to the Notes may be revised or withdrawn at any time.

Listing

This Prospectus has been approved by the Central Bank of Ireland (the "**Central Bank**"), as competent authority under Regulation (EU) 2017/1129 (the "**Prospectus Regulation** "). Such approval relates only to the Notes which are admitted to trading on a regulated market of Euronext Dublin or other regulated markets for the purpose of Directive 2014/65/EC or which are to be offered to the public in any Member State of the EEA. The Central Bank only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or the quality of the Notes that are the subject of this Prospectus. Investors should make their own assessment as 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**"). Such approval relates only to the Notes which are admitted to trading on a regulated market of Euronext Dublin or other regulated markets for the purpose of Directive 2014/65/EC or which are to be offered to the public in any Member State of the EEA.

This Prospectus is valid until 20 September 2022. The obligation to supplement the Prospectus in the event of significant new factors, material mistakes or material inaccuracies will cease to apply once the Notes have been admitted to trading on the Regulated Market.

Neither the Class A Loan Note nor the Residual Certificates will be listed or admitted to trading.

Obligations

The Debt 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 Oodle, its affiliates or any other party to the Transaction Documents other than the Issuer.

UK and EU Retention Undertaking

On the Closing Date and while any of the Debt remains outstanding, Oodle will, as an originator for the purposes of the UK Securitisation Regulation, retain a material net economic interest of not less than 5% in the securitisation as required by Article 6(1) of the UK Securitisation Regulation the "**UK Retention Requirement**"). In addition, although the EU Securitisation Regulation is not applicable to it, Oodle, as originator, will retain (on a contractual basis), a material net economic interest of not less than 5% in the securitisation in accordance with Article 6 of the EU Securitisation Regulation and as required for the purposes of Article 5(1)(d) of the EU Securitisation Regulation (not taking into account any relevant national measures) as if it were applicable to it until such time as the Seller certifies to the Issuer that a competent EU authority has confirmed that the satisfaction of the UK Retention Requirements would also satisfy the EU Retention Requirements (the "**EU Retention Requirement**" and, together with the UK Retention Requirement, the "**Retention Requirement**" and the retention thereunder the "**Retention**") due to the application of an equivalence regime or similar analogous concept. Investors should note that the obligation of the Seller to comply with the EU Retention Requirements is strictly contractual and the Seller has elected to comply with such requirements in its discretion.

As at the Closing Date, the Retention will comprise Oodle holding a material net economic interest of at least 5% of the nominal value of each of Class of the Debt (except for the Class X Notes) (and in the case of the Class A Debt, such interest shall be comprised solely of an interest in the Class A Notes, with an outstanding nominal value not less than 5% of the outstanding nominal value of the Class A Debt, and shall not include any interest in the Class A Loan Note), in accordance with Article 6(3)(a) of the UK Securitisation Regulation and Article 6(3)(a) of the EU Securitisation Regulation. Oodle's continued holding of the Retention 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 Retention is held may only be made in accordance with applicable laws and regulations and will be notified to the Noteholders and the Certificateholders. See the section entitled "*RISK RETENTION AND SECURITISATION REGULATION REPORTING*" for more information.

UK Simple, Transparent and Standardised (STS) Securitisation

As at the Closing Date, no notification will be submitted to the UK Financial Conduct Authority (the "**FCA**"), in accordance with Article 27 of the UK Securitisation Regulation, confirming that the requirements of Articles 18 to 22 of the UK Securitisation Regulation have been satisfied with respect to the Notes (such notification, a "**UK STS Notification**"), and no notification will be submitted to ESMA, in accordance with Article 27 of the EU Securitisation Regulation, confirming that the requirements of Articles 18 to 22 of the EU Securitisation Regulation have been satisfied with respect to the Notes (such notification, an "**EU STS Notification**").

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 – U.S. Risk Retention*".

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 "*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

On the Closing Date, Oodle will acquire 100% of the Residual Certificates. Please refer to the section entitled "*SUBSCRIPTION AND SALE*" for further details. Oodle is free to deal with the Residual Certificates in its sole discretion.

On the Closing Date, the Original Class A Loan Noteholder will acquire all of the Principal Amount Outstanding of the Class A Loan Note. The approval of the Class A Loan Noteholders (through providing instruction to the Loan Note Paying Agent) is required to effect decisions where Class A Debt is entitled to participate. Further, in the case of a Class A Quorum Failure Resolution, Class A Loan Noteholders (through providing instruction to the Loan Note Paying Agent) can pass resolutions without approval of the Class A Noteholders. As a result, the Original Class A Loan Noteholder, as at the Closing Date, will be able to block resolutions of other Debtholders and, in the case of a Class A Quorum Failure Resolution only, instruct the Note Trustee on its own in relation to certain matters.

On the Closing Date, the Original Class A Noteholder will acquire all of the Principal Amount Outstanding of the Class A Notes (other than those Class A Notes representing an outstanding nominal value of not less than 5% of the outstanding nominal value of the Class A Debt). The approval of the Class A Noteholders is required to effect decisions where Class A Debt is entitled to participate. As a result, the Original Class A Noteholder, as at the Closing Date, will be able to block resolutions of other Debtholders.

It is possible that on the Closing Date an investor may acquire a significant holding in the Notes, potentially giving it an ability to pass or block Noteholder resolutions.

UK and EU Benchmark Regulation

Interest payable under the Debt is calculated by reference to SONIA. As at the date of this Prospectus, the administrator of SONIA is not included in either (i) the FCA's register of administrators under Article 36 of Regulation (EU) No 2016/1011 as it forms part of UK domestic law by virtue of the EUWA (the "**UK Benchmarks Regulation**") or (ii) ESMA's register of administrators under Article 36 of (Regulation (EU) 2016/1011) (the "**EU Benchmark Regulation**"). The Bank of England, as administrator of SONIA, is exempt under Article 2 of the UK Benchmarks Regulation but has issued a statement of compliance with the principles for financial benchmarks issued in 2013 by the International Organization of Securities Commissions.

UK Securitisation Regulation – transaction overview requirements	The Issuer and the Seller intends that this Prospectus constitutes a transaction summary/overview of the main features of the transaction contemplated herein for the purposes of Article 7(1)(c) of the UK Securitisation Regulation.

The Debt 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 TERMS*".

IMPORTANT NOTICE

This Prospectus constitutes a prospectus for the purpose of the Prospectus Regulation. This Prospectus has been approved by the Central Bank, as competent authority under the Prospectus Regulation. The Central Bank only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or of the quality of the Notes that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes. Application has been made to Euronext Dublin for the Notes to be admitted to the Official List and trading on its regulated market. Such approval relates only to the Notes which are admitted to trading on a regulated market of Euronext Dublin or other regulated markets for the purpose of Directive 2014/65/EC or which are to be offered to the public in any Member State of the European Economic Area ("EEA"). The Issuer designates Ireland as Home Member State for the purpose of the Notes to be issued and the approval of this Prospectus. The obligation to supplement this Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply, once the Notes are admitted to the Official List and trading on its regulated market.

The information on the websites to which this Prospectus refers does not form part of this Prospectus and has not been scrutinised or approved by the Central Bank.

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 ARRANGER, 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 ARRANGER, THE JOINT LEAD MANAGERS, THE TRANSACTION PARTIES (OTHER THAN THE ISSUER), OR ANY COMPANY IN THE SAME GROUP OF COMPANIES AS THE ARRANGER, THE JOINT LEAD MANAGERS OR THE TRANSACTION PARTIES (OTHER THAN THE ISSUER).

THE CLASS A LOAN NOTE WILL BE ISSUED IN DEFINITIVE REGISTERED FORM. THE CLASS A LOAN NOTE MAY ONLY BE HELD BY THE CLASS A LOAN NOTEHOLDER IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE CLASS A LOAN NOTE AGREEMENT. THE CLASS A LOAN NOTE IS NOT BEING OFFERED PURSUANT TO THIS PROSPECTUS.

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 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 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 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 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 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 and the Class X 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 and the Class X 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 and the Class X 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 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 Debt

Interest on the Debt will accrue on the relevant Outstanding Principal Amount at a per annum rate equal to:

(a) Compounded Daily SONIA plus 1.40%, in the case of the Class A Notes;

(b) Compounded Daily SONIA plus 1.40%, in the case of the Class A Loan Note;

(c) Compounded Daily SONIA plus 2.70%, in the case of the Class B Notes;

(d) Compounded Daily SONIA plus 3.70%, in the case of the Class C Notes,

(e) Compounded Daily SONIA plus 5.25%, in the case of the Class D Notes,

(f) Compounded Daily SONIA plus 8.00%, in the case of the Class E Notes;

(g) Compounded Daily SONIA plus 12.00%, in the case of the Class F Notes; and

(h) Compounded Daily SONIA plus 9.00%, in the case of the Class X Notes,

in each case, the sum being subject to a floor of zero.

Interest will be payable in Sterling by reference to successive interest accrual periods (each, an "**Interest Period**") monthly (or such shorter period for the first Interest Period) in arrear on the 20th day of each calendar month, as modified by the Modified Following Business Day Convention (each, an "**Interest Payment Date**"). The first Interest Payment Date will be 20 October 2022.

The Notes will mature on the Interest Payment Date falling in August 2029, subject to the Modified Following 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 Debt, 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

EU Benchmark Regulation

Interest payable under the Debt is calculated by reference to SONIA. As at the date of this Prospectus, the administrator of SONIA 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 "**EU Benchmark Regulation**"). As far as the Issuer is aware, Article 2 of the EU Benchmark Regulation applies, such that the Bank of England, as the administrator of SONIA, is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).

UK Benchmark Regulation

As at the date of this Prospectus, the Bank of England, as the administrator of SONIA, does not appear on the register of administrators and benchmarks established and maintained by the FCA pursuant to the EU Benchmark Regulation as it forms part of UK domestic law by virtue of the EUWA (the "**UK Benchmark Regulation**"). The Bank of England is not required to be registered by virtue of Article 2 of the UK Benchmark Regulation 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 Arranger, 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 Arranger, 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 Arranger and 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 Arranger, Joint Lead Managers and their respective affiliates 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 Arranger, 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 accepts responsibility for the information contained in the first paragraph of the section entitled "*RISK RETENTION AND SECURITISATION REGULATION REPORTING*" and the sections entitled "*PORTFOLIO CHARACTERISTICS AND HISTORICAL DATA*" and "*THE SELLER AND THE SERVICER*" (but not, for the avoidance of doubt and to the extent applicable, any information in the

sections cross-referred to in such sections) (together, the "**Oodle Information**"). The Seller declares that, to the best of its knowledge, the information in such sections 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 Swap Provider accepts responsibility for the section entitled "*THE SWAP 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.

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 Arranger 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 Arranger, the Joint Lead Managers, the Security Trustee, the Note Trustee, the Account Bank, the Cash Manager or the Agents accepts any responsibility whatsoever for the contents of this Prospectus or for any other statement, made or purported to be made by the Arranger, the Joint Lead Managers, the Note Trustee or the Security Trustee, the Account Bank, the Cash Manager or the Agents 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 Arranger, the Joint Lead Manager, the Note Trustee the Security Trustee, the Account Bank, the Cash Manager and the Agents 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 Arranger, the Joint Lead Managers, the Note Trustee and the Security Trustee, the Account Bank, the Cash Manager and the Agents shall be responsible for compliance of the Issuer, the Seller or any other Transaction Party with the requirements of the UK Securitisation Regulation and the EU Securitisation Regulation. Each potential purchaser of the Notes or 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 Arranger, the Joint Lead Managers, the Issuer, the Note Trustee or the Security Trustee, the Account Bank, the Cash Manager or the Agents 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 UK Securitisation Regulation and of the EU 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 Arranger 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 Arranger 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 Arranger 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.

UK MIFIR 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, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA ("**UK MiFIR**"); 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 the FCA Handbook Product intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") 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 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. 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 Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or the Residual Certificates or otherwise making them available to retail investors in the EEA 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 may be unlawful under the PRIIPs Regulation.

UK PRIIPs Regulation / Prohibition of Sales to 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 UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK 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 TERMS*".

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 Financing 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. By their nature, forward-looking statements involve a number of risks, uncertainties and assumptions which could cause actual results or events to differ materially from those expressed or implied by the forward-looking statements 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. None of the Arranger, the Joint Lead Managers or any of their affiliates, directors, officers, servants, agents, employees and advisors make any representation, warranty or undertaking or accept any responsibility, either expressly or impliedly, as to the fairness, adequacy completeness or accuracy of the preliminary information contained herein or as to the reasonableness of any assumptions on which any of the same is based or the use of any of the same. 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 Arranger 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 Arranger, the Joint Lead Managers or the Transaction Parties undertake any obligation to update or revise for accuracy, adequacy, correctness or completeness any forward-looking statements, whether as a result of new information, future events or otherwise or to update the reasons for which actual results could differ materially from those anticipated in the forward-looking statements.

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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 Financing 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 Arranger, the Joint Lead Managers or any other party referred to herein.

For the avoidance of doubt, the Class A Loan Note is not being offered under this Prospectus and, accordingly, the following risk factors are not intended to address risks relevant to any prospective holder of the Class A Loan Note. Any risks set out herein which refer or apply to the Class A Loan Note are incidental and have been included for the benefit of prospective investors insofar as such risks may be relevant to any investment decision in respect of the Notes.

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 Arranger, 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.

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

Performance of Purchased Receivables Uncertain

The payment of principal and interest on the Debt 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.

Neither the Seller nor the Issuer guarantees or warrants the full and timely payment by the Obligors of any scheduled repayments payable under the Purchased Receivables.

The performance of the Purchased Receivables depends on a number of factors, including general economic conditions, unemployment levels, the circumstances of individual Obligors (including his or her assets and liabilities as well as his or her ability to generate sufficient income to make the required payments), Oodle's underwriting standards at origination and the success of Oodle's servicing and collection strategies. 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. See "*Risk Factors – Future developments in the Covid-19 pandemic may have negative effects on the Portfolio*".

In addition, there can be no assurance as to the future geographical distribution of the Obligors or the Vehicles and its effect, in particular, on the rate of amortisation of the Purchased Receivables. Although the Obligors are located throughout the United Kingdom, these Obligors may be concentrated in certain locations, such as densely populated or industrial areas. Any deterioration in the economic condition of the area(s) in which the Obligors are located (or any deterioration in the economic condition of other areas) or an increase in inflation or the relative cost of living versus wages may have an adverse effect on the ability of the Obligors to make repayments under the Financing Agreements and the ability of Oodle to sell the Vehicles following a repossession. A concentration of the Obligors in such area(s) may therefore result in a greater risk that the Noteholders will ultimately not receive the full principal amount of the Notes and interest thereon than if such concentration had not been present.

The rate of recovery upon an Obligor default may itself be influenced by various economic, tax, legal and other factors such as changes in the value of the Vehicles or the level of interest rates from time to time. As at the Cut-Off Date, virtually all of the Vehicles financed by the Financing Agreements in the Portfolio were used vehicles. There might be various risks involved in the sales of used vehicles which could significantly influence the amount of proceeds generated from the sale, e.g. high mileage and damage, less popular configuration (engine, colour etc.), oversized special equipment, large numbers of homogeneous types of vehicles coming to market in short time intervals, general price volatility in the used vehicles market, seasonal impact on sales or changes in customer preferences (for example, a movement away from diesel engines). See "*Risk Factors – Risk of Early Repayment*" and "*Auto sector transformation and market value of Vehicles*".

The Issuer is also subject to 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 Financing Agreement and its related Vehicle in order to discharge all amounts due and owing by the relevant Obligor(s) under such Financing 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 Financing 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.

Risk of Late Payment of Monthly Instalments

Whilst each Financing Agreement has due dates for scheduled payments thereunder, there is no assurance that the Obligors under those Financing Agreements will pay in time, or at all. Obligors may default on their obligations due under the Financing 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. In certain circumstances Oodle's credit rules allow for lending to customers who may have had impairments to their credit profile, such as a county court judgment, subject to specific conditions and restrictions and where Oodle 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 – Risk and Underwriting*"). This means that certain of the Purchased Receivables constitute an exposure to higher risk Obligors. In certain exceptional circumstances (including as a result of illness, or a loss of earnings or unemployment arising in connection with an epidemic or a pandemic), such as during the Covid-19 pandemic (as discussed further in "*Risk Factors – Future developments in the Covid-19 pandemic may have negative effects on the Portfolio*"), the FCA expected lenders to grant payment holidays. If the FCA were to re-instate any such measures or introduce new ones, the overall receipts on the Receivables could be adversely affected as a result, which could in turn lead to an adverse effect on the timing of payments on the Notes and/or a reduction in the amounts paid on the Notes. Certain national and international macroeconomic factors, such as inflation, higher interest rates, rising energy costs and petrol and diesel prices and other matters which may negatively impact household incomes, 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 Financing 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 A Loan Note, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (but not the Class X Notes), the Reserve Fund in part mitigates the risk of late payment by Obligors. Prior to the delivery of an 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 A Loan Note, 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 Seller has the option to repurchase any Receivable which becomes a Defaulted Receivable but is not obliged to do so.

Future developments in the Covid-19 pandemic may have negative effects on the Portfolio

In March 2020, the World Health Organisation declared the global outbreak of a novel coronavirus (known as "**Covid-19**") as a "global pandemic". In the context of Covid-19, from April 2020, the FCA published a package of measures to support motor finance consumers through the Covid-19 pandemic (as amended from time to time, the "**FCA Guidance**"). These included, without limitation, payment deferrals for certain customers and restriction on repossessions of motor vehicles. Most provisions of the FCA Guidance expired on 31 July 2021, although there can be no assurance that similar guidance or measures will not be re-introduced in future, in particular where there are material developments in relation to the Covid-19 pandemic, such as the proliferation of new variants.

Should the FCA decide to introduce similar measures in the future, these could have an adverse effect on the Issuer's ability to make payments under the Notes as well as Oodle's ability to undertake repossessions in a timely fashion or indeed at all for a period, where customers are in breach, and therefore on the residual values of the Vehicles.

Risk of Early Repayment

In the event that the Financing Agreements underlying the Purchased Receivables are prematurely terminated or otherwise settled early, the Noteholders (other than the Class X 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 Financing Agreement. In addition, faster than expected repayments on the Purchased Receivables may reduce the yield of the Notes and the Residual Certificates.

On the Closing Date, the Issuer will credit an amount equal to approximately £58,000,000 to the Pre-Funding Reserve Ledger. The Issuer will only be entitled to apply amounts standing to the credit of the Pre-Funding Reserve Ledger to purchase the Dowson 2020-1 Receivables (and the Ancillary Rights) on the Dowson 2020-1 Sale Date as a result of the exercise of the call option in respect of the Dowson 2020-1 Receivables (the "**Dowson 2020-1 Call Option**"), notice of which was given to the relevant noteholders on or around 19 August 2022. If the purchase of the Dowson 2020-1 Receivables by the Issuer does not occur on the Dowson 2020-1 Sale Date or if there are amounts standing to the credit of the Pre-Funding Reserve Ledger after purchase of the Dowson 2020-1 Receivables, on the first Interest

Payment Date the amounts standing to the credit of the Pre-Funding Reserve Ledger at such time (the "**Pre-Funding Reserve Repayment Amount**") will be applied as Available Principal Receipts in accordance with the Pre-Acceleration Principal Priority of Payments. (For more information, see the section entitled "OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS").

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. 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 "*EXPECTED MATURITY AND AVERAGE LIFE OF DEBT AND ASSUMPTIONS*". 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 – RISKS RELATING TO THE AVAILABILITY OF FUNDS TO PAY THE NOTES – Performance of the Purchased Receivables is uncertain*".

In addition, the conditions of the Notes provide for an optional redemption of the Debt in whole, exercisable (a) 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 or (b) by the Issuer (acting on the directions of Oodle) on the Interest Payment Date falling in May 2025 or on any Interest Payment Date thereafter or (c) by the Issuer in whole on any Interest Payment Date exercisable by the Issuer for tax reasons.

Any exercise by the Issuer of its rights to redeem the Debt or any exercise by the Obligor of its rights to terminate the Financing Agreement may result in the Debt being redeemed earlier than anticipated by the Noteholders.

Liability under the Debt and the Residual Certificates

The Debt 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 Debt and the Residual Certificates will not be obligations of, or guaranteed by, or be the responsibility of Oodle, its affiliates or any other Transaction Party other than the Issuer.

All payment obligations of the Issuer under the Debt and the Residual Certificates constitute exclusively obligations to pay out the sums standing to the credit of the Transaction Account and, in certain situations only, the Reserve Fund, the Swap Collateral Account and the proceeds from the Security, in each case in accordance with (and subject to the specific provisions of) 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 Debt , to pay in full all principal and interest and other amounts whatsoever due in respect of the Notes, any shortfall arising will be extinguished and the Noteholders will neither have any further claim against the Issuer in respect of any such amounts nor have recourse to any other person for the Loss sustained. 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 and its operating, administrative and other expenses will depend, *inter alia*, upon receipt of:

- payments of Collections under the Purchased Receivables, which in turn will be dependent on:
    - the receipt by the Servicer or its agents of Collections from Obligors in respect of the

Purchased Receivables and the payment of those amounts by the Servicer in accordance with the Servicing Agreement and the Receivables Sale and Purchase Agreement; and

- the receipt by the Issuer of amounts due to be paid by the Seller as a result of the repurchase of any Non-Compliant Receivables by the Seller or payment of any CCA Compensation Amounts or Receivables Indemnity Amounts;

- the amount standing to the credit of the Reserve Fund;
- net interest earned on the Reserve Fund and the Transaction Account;
- payments, if any, under the other Transaction Documents in accordance with the terms thereof.

Oodle has also granted a floating charge over the sale proceeds relating to the Vehicles financed by the Financing Agreements in the Portfolio pursuant to the Vehicle Sale Proceeds Floating Charge.

Other than the foregoing, the Issuer will have no other funds available to meet its obligations under the Notes, the Residual Certificates and its obligations ranking in priority to or *pari passu* with the Notes.

Deferral of interest payments

If, on any Interest Payment Date in relation to any Class of Debt (other than the then Most Senior Class of Debt outstanding), the Issuer has insufficient funds to make payment in full of all amounts of interest 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 be entitled under Condition 6 (*Deferral of interest and subordination*) to defer payment of that amount (to the extent of the insufficiency) 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 Debt outstanding when the same becomes due and payable shall constitute an Event of Default under the Debt which may result in the Security Trustee enforcing the Security.

Incorrect payments

The Conditions of the Notes provide that if, for whatever reason, an incorrect payment is made to any party entitled thereto (including the Noteholders of any Class) pursuant to the Pre-Acceleration Revenue Priority of Payments, the Pre-Acceleration Principal Priority of Payments or the Post-Acceleration Priority of Payments, the Issuer (acting on the instructions of the Servicer) shall instruct the Cash Manager to rectify the same by increasing or reducing payments to such party (including the Noteholders of any Class), as appropriate, on each subsequent Interest Payment Date or Interest Payment Dates to the extent required to correct the same. Where such an adjustment is required to be made, the Issuer will notify Noteholders of the same in accordance with the terms of Condition 15 (*Notices*). For the avoidance of doubt, any such correction shall not constitute an Event of Default and shall not require the consent of the Noteholders, the holders of the Residual Certificates or any other party.

Accordingly, Noteholders should be aware that, in such situations, increased or reduced payments may be made.

Additionally, any person purchasing Notes from an existing Noteholder should make due enquiries as to whether such Noteholder has received an incorrect payment. None of the Issuer, the Cash Manager, the Account Bank, the Agents, the Note Trustee, the Security Trustee, the Servicer or the Standby Servicer will have any liability to any Noteholder for any losses suffered as a result of an adjustment relating to an incorrect payment made before such Noteholder acquired the Notes.

Interest on the Debt

The interest rate payable by the Issuer with respect to the Debt 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 Debt will not receive any interest payments on that Class of Debt.

Employees
Financing Agreements with Obligors who are employees of Oodle 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 Oodle if they become employees after entering into their Financing 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.

Insurance
Each Financing Agreement requires the Obligor to take out and maintain comprehensive vehicle insurance in the Obligor's name. Each Financing Agreement also provides that, if the Obligor receives any insurance monies under the policy, they will hold them on trust for Oodle. It should be noted that there can be no certainty that such insurance has in fact been taken out or maintained, or that any such insurance monies will be sufficient to repay the outstanding balance of the total amount payable for the Vehicle or will be available to Oodle, the Issuer or the Security Trustee.

2. RISKS RELATING TO THE UNDERLYING ASSETS

Financing Agreements regulated by the Consumer Credit Act 1974 (as amended)
United Kingdom consumer protection laws regulate consumer credit contracts, including the Financing Agreements. If a Financing 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 Financing 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 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 the Financial Services and Markets Act 2000 ("**FSMA**") and its secondary legislation, retained provisions in the Consumer Credit Act 1974 (as amended) and its retained associated secondary legislation (the "**CCA**"), and rules and guidance in the FCA Handbook, including the Consumer Credit sourcebook ("**CONC**"). The application of the CCA to the Financing Agreements which are regulated by the CCA (such Financing Agreements, the "**Regulated Financing Agreements**") will have several consequences including the following (refer to the section "*LEGAL AND REGULATORY CONSIDERATIONS – Financing Agreements regulated by the Consumer Credit Act 1974 (as amended) – Regulatory framework*" for further details):

- Oodle 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;

- the Obligor has a right to withdraw from the relevant Regulated Financing Agreement in certain circumstances (refer to paragraph (b) of the section *LEGAL AND REGULATORY CONSIDERATIONS – Financing Agreements regulated by the Consumer Credit Act 1974 (as amended) – "Right to Withdraw"* for further details*)*;

- an Obligor has a statutory right to terminate the hire purchase part of a Regulated Financing Agreement and return the Vehicle to Oodle. In this circumstance, the Obligor must pay to Oodle all arrears, one half of the total amount owed in respect of the hire purchase part of the Regulated Financing Agreement to maturity and all other sums due but unpaid under the contract (including any deposit);

- if multiple Obligors exercise their rights to terminate the hire purchase part of a Regulated Financing 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 the hire purchase part of a Regulated Financing 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. If multiple Obligors so terminated, 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 Regulated Financing Agreement;

- Oodle has the right to terminate a Regulated Financing Agreement in the event of an unremedied material breach of the agreement by the Obligor;

- a disposition of the Vehicle by the Obligor to a bona fide private purchaser without notice of the Regulated Financing Agreement will transfer Oodle's title to the Vehicle to the purchaser. If it is then not possible for the Issuer to repossess or otherwise enforce their claim to the financed Vehicle this may adversely impact the Issuer's ability to make payments when they fall due in respect of the Notes;

- 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 Oodle 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 Oodle, among other things, requiring Oodle, 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 Oodle 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 ("**FOS**") (an out-of-court dispute resolution scheme). The FOS has the power to award compensation to any Borrower when determining their complaint. From 1 April 2022, the compensation limit for complaints referred to the FOS on or after 1 April 2022 is £375,000 where the complaint relates to an act or omission arising on or after 1 April 2019 and £170,000 for complaints relating to acts or omissions arising before that date;

- 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 authorised by the FCA. The Obligor may set-off any such damages that are awarded against the amount it owes under a Regulated Financing Agreement. Any such set-off may adversely affect the Issuer's ability to make payments in full when due on the Notes;

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

- Oodle 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 Regulated Financing Agreements and Oodle's ability to recover interest and default fees; and

- Oodle has interpreted certain technical rules under the CCA in a way common with many other lenders in the vehicle finance market. If such interpretation were held to be incorrect by a court or other dispute resolution authority, the Financing Agreement may be unenforceable.

In addition:

- under a Regulated Financing 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 Oodle (as lender) as well as in his or her actual capacity. As a result Oodle will be potentially liable for misrepresentations made by a credit broker (such as a Dealer) involved in introducing an Obligor to Oodle. This liability arises in relation to the Vehicle (and the Add-On Products where the loan for such Add-On Products falls within scope of the relevant provisions in the CCA), 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 Oodle 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 Oodle (or exercise analogous rights in Scotland), which may adversely affect the Issuer's ability to make payments in full when due on the Notes. In such events Oodle would normally have a claim against the Dealer for breach of its operating agreement with Oodle;

- under a Regulated Financing Agreement, Oodle may be subject to claims under section 75 of the CCA for any breach of contract or misrepresentation by a supplier (where Add-On Products are included as part of the credit agreement). The Obligor may set-off the amount of any such money claim against the amount owing by the Obligor under the credit agreement (or exercise analogous rights in Scotland), which may adversely affect the Issuer's ability to make payments in full when due on the Notes. In such event Oodle would normally have a claim against the Dealer for breach of its operating agreement with Oodle;

- if any Vehicle becomes "protected" pursuant to the CCA (as to which see "*Financing Agreements regulated by the Consumer Credit Act 1974 (as amended) – Protected Goods"* below), 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 Financing 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, Oodle, the Servicer, the Issuer and their respective businesses and operations;

- further, CRA15 also implies terms into the Financing Agreements as to the title, description and quality or fitness for purpose of the Vehicle. Breach of such terms would

entitle the Obligor to bring a claim for damages. Whilst there is a risk that any compensation owed to an Obligor under such a claim could be set-off against the amount the Obligor owes under the Financing Agreement, and if a significant number of Obligors were to bring such claims this could adversely affect the Issuer's ability to make payment in full when due on the Notes, Oodle has the ability to pass liability back to the supplying dealer under the dealer agreement between Oodle and that dealer; 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 Oodle. 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 Financing 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, see the section "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. HM Treasury oversees the regime and is responsible for the legislative framework. In June 2022 HM Treasury issued a press release stating that it is currently reviewing the consumer credit regime. It plans to modernise the regime to cut costs for businesses and simplify rules for consumers. A consultation on the direction of reform is expected to be published by the end of 2022.

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 – Financial Ombudsman Service*") will have an effect on the Financing Agreements, 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 when due.

FCA review of the motor finance sector

The FCA has looked at the motor finance market to develop its understanding of the relevant products and how they are sold, and to assess whether the products cause harm to consumers and if the market functioned as well as it could. The FCA published its final findings on this aspect of its review in March 2019. In particular, 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 (DiC) and Reducing Difference in Charges commission models, which 'can provide strong incentives' for brokers to arrange finance at higher interest rates. With DiC 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 DiC) or maximum (for Decreasing DiC) 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. On 15 October 2019, the FCA published a consultation paper (CP 19/28) proposing a ban on motor finance discretionary commission models where the amount of the commission is linked to the interest rate the customer pays and which the dealer or broker has the power to set. This includes Increasing DiC and Reducing DiC models, as well as scaled commission models. Such a prohibition aims to address consumer harm by removing the financial incentive for brokers or dealers to increase a customer's interest rate. The FCA has also prepared draft amendments to its rules and guidance on commission disclosure to customers. The FCA confirmed its final rule changes and new rules introducing a ban on discretionary commission models, which took effect on 28 January 2021. The FCA has also introduced new disclosure rules and relating

to commission paid by customers which also take effect from this date. In addition, the FCA published a "Dear CEO" letter on 20 January 2020 entitled "Portfolio Strategy: Motor Finance Providers" setting out its supervisory strategy for the period to August 2021.

No assurance can be given that changes will not be made to the regulatory regime and developments described above in respect of the vehicle finance market in the United Kingdom generally, the Seller's particular sector in that market or specifically in relation to the Seller, whether arising from the FCA review into the motor finance industry or otherwise. These new rules will need to be implemented by firms which is likely to mean additional compliance measures will need to be introduced. Additionally, 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.

Risks relating to other current and future regulatory developments

Breathing Space Regulations

On 17 November 2020, the Debt Respite Scheme (Breathing Space Moratorium and Mental Health Crisis Moratorium) (England and Wales) Regulations 2020 (the "**Breathing Space Regulations**") were made which implemented a new breathing space scheme from 4 May 2021. The scheme allows individuals in England and Wales struggling with problem debt an extra 60 days to get their finances under control, while they receive debt advice via professional debt advice providers in order to enter an appropriate debt solution. The scheme also provides for an alternative means to access the protections of a moratorium where individuals are receiving mental health crisis treatment, which enables the protections to be in place for the duration of their crisis treatment. No interest and fees on debts can be charged and almost all enforcement action is paused during the moratorium period. However individuals are not protected from enforcement action on any debts arising from failure to pay ongoing household liabilities, such as rent or mortgage payments.

On 24 December 2020, the Government published guidance to provide support to creditors and debt advisors in understanding the Breathing Space Regulations. On 26 February 2021 the FCA published a policy statement (PS 21/1) outlining changes to the FCA Handbook as a result of the Breathing Space Regulations. The changes amend certain parts of CONC to clarify how the rules apply where the Breathing Space Regulations also apply.

The breathing space includes almost all personal debts and therefore the Seller is required to implement the requirements of the scheme for customers that meet the eligibility criteria for entry into the scheme, therefore this could result in adverse consequences for Noteholders' investment in the Notes including reduced or delayed payments on the Notes or a reduction in the credit quality or credit rating of the Notes.

On 13 May 2022, HM Treasury published a consultation and draft regulations (the Debt Respite Scheme (Statutory Debt Repayment Plan etc) (England and Wales) Regulations 2022) ("**the Draft DRS Regulations**"). The Draft DRS Regulations would introduce statutory debt repayment plans (SDRPs), a new form of debt solution completing the debt respite scheme provided by the Financial Guidance and Claims Act 2018. The aim of an SDRP is to enable a person in problem debt to repay their debts under a single statutory agreement to a manageable timetable (up to ten years), while being protected from creditor action. SDRPs will only be accessible through the debt advice function of a local authority or from private debt advice providers authorised by the FCA. Any debt or liability owed by the debtor when applying for the SDRP will be a "qualifying debt" unless it is a "non-eligible debt". Some types of non-eligible debts are mandatorily excluded from an SDRP but this is not expected to include motor finance agreements as the scope is likely to be the same as the Breathing Space Regulations. While an SDRP is in effect, creditors cannot take enforcement steps in respect of a qualifying debt. The draft regulations also create "priority debts" which benefit from a prioritised payment allocation. The current proposal is that this will include hire-purchase payments. If at least 25% by value of creditors object to a provisional SDRP, the Insolvency Service will review whether it is fair and reasonable before making it final. The original view from Government was that the SDRP regulations be laid at the end of 2022 with the scheme launching in 2024. Given the complexity of the scheme and the changes that all parties will need to

make to comply with it, they now note that the implementation period for the scheme (the period between the regulations being laid and the SDRP scheme starting) will be at least 18 months. The breathing space moratoria and, once implemented, the SDRPs could result in adverse consequences for Noteholders, including reduced or delayed payments on the Notes or a reduction in the credit quality or credit rating of the Notes.

Vulnerable Customers and Borrowers in Financial Difficulty

In February 2021, the FCA published final guidance on the fair treatment of vulnerable customers (the "**VC Guidance**"). The VC Guidance reflects the FCA's focus on firms understanding the needs of their target market and customer base, ensuring that staff have the right skills and capability to recognise and respond to the needs of vulnerable customers and monitoring and assessing whether they are meeting and responding to the needs of customers with characteristics of vulnerability. The VC Guidance outlines the FCA's expectations on how firms can comply with the FCA's Principles for Business as regards vulnerable customers.

In addition, the FCA also launched the Borrowers in Financial Difficulty Project ("**BiFD Project**") in March 2021 to ensure firms continue to support customers in financial difficulty. The findings from the BiFD Project will shape the FCA's work and enforcement activity in relation to any firm who is not meeting the FCA's requirements.

Furthermore, the FCA published a "Dear CEO" letter on 16 June 2022 entitled "The rising cost of living – acting now to support consumers" reminding firms of the requirement to treat borrowers fairly in accordance with existing principles, rules and guidance (including the VC Guidance) and noting that the FCA will publish the detailed findings from the BiFD Project later in 2022 and will consult on the future of the existing Tailored Support Guidance, which may include changes to the FCA Handbook.

The requirements in both the VC Guidance and the BiFD Project and any changes to the FCA Handbook may impose additional compliance costs, which may have an adverse effect on the Servicer and its businesses and operations, which may in turn adversely affect the Issuer's ability to make payments of interest and/or principal due on the Notes.

Consumer duty

The FCA has published new rules and non-Handbook guidance for a consumer duty ("**Consumer Duty**"), which will set higher expectations for the standard of care that firms provide to retail clients. The package of measures comprises a new consumer principle that provides for an overarching standard of conduct and a set of cross cutting rules and outcomes that set clear expectations for firms' cultures and behaviours, both underpinned by a suite of rules and guidance that set more detailed expectations for conduct outcomes relating to communications, products and services, customer service and price and value. The relevant implementation deadline for Oodle will be on 31 July 2023 for (this being the implementation deadline for and existing products or services that are open for sale or renewal). Ahead of the implementation deadline, the FCA expects firms' management bodies to have agreed their implementation plans by the end of October 2022. The FCA has confirmed that the Consumer Duty will apply to all "retail customers". This is broader than the definition of 'consumer' and will for example include all customers who are within the scope of CONC.

The Consumer Duty has three key elements: (1) a Consumer Principle, which sets a clear tone and uses language that reflects the overall standards of behaviour the FCA expects from firms; (2) 'Cross-cutting Rules', which develop and clarify the Consumer Principle's overarching expectations of firm conduct and set out how it should apply in practice; and (3) the 'Four outcomes' that set more detailed expectations for firm conduct in relation to four specific outcomes for the key elements of the firm-customer relationship – Products and Services, Price and Value, Consumer Understanding and Customer Support. These are supported by detailed Handbook rules and guidance, as well as separate non-Handbook guidance. The overarching Consumer Principle (which is added to the existing FCA Principles in PRIN) has been formulated as "*a firm must act to deliver good outcomes for retail customers*". The FCA has been clear that it sees the introduction of the Consumer Duty as a paradigm shift in the expectations of firms, setting a higher standard than the current Principles for Businesses.

The FCA had also previously said (in Feedback Statement 19/02) that it would consider the potential merits and unintended consequences of introducing a private right of action for breaches of the FCA's Principles, including any new Principles the FCA might propose. Currently, section 138D of the FSMA allows the FCA to determine, for each of its rules, whether individuals have a right of action for damages for loss caused by a breach of that rule (subject to some limited exceptions). This right applies to most FCA rules, but does not currently apply for breaches of FCA Principles. The FCA have decided not to introduce a private right of action at this stage, but have stated that they will keep this decision under review.

Principles-based regulation presents many challenges to firms – introducing a Consumer Duty to this regime will likely act to intensify these challenges but any more specific effect that this will have on the Notes will only become clearer in the course of implementation (eg if changes are required to collections practices) and once the FCA's approach to enforcement becomes evident. In the short term, however, firms will inevitably need to devote significant time and resource to that endeavour.

BEIS consultation on reforming competition and consumer policy

On 20 July 2021, BEIS (the department for Business, Energy & Industrial Strategy) published a consultation entitled "Reforming Competition and Consumer Policy: Driving growth and delivering competitive markets that work for consumers". This contained a number of proposals for changes to consumer protection law, not all of which will be relevant to the consumer credit regime. However, the consultation sought views on what changes can be made to existing consumer legislation – including the CRA15 - to remove red tape for businesses while maintaining consumer protection (without making any specific suggestions in the consultation as to what might be changed). BEIS published its response in April 2022 and intends to take forward some amendments to the existing consumer protection regime and also strengthen the enforcement regime.

In the context of consumer credit regulation and related regulation, there are a significant number of complex regulations applied by the FCA. It should be noted that the regulations themselves, related laws and regulatory practice are all liable to change during the life of the Notes. The nature of such changes and the ultimate impact is difficult to predict and therefore there is no certainty of the impact which any regulatory change could have with regards to the performance of the assets which may ultimately have an adverse impact on the Issuer's ability to make timely payments on the Notes.

Regulation of consumer credit agreements and related matters is subject to regular legislative intervention. No assurance can be given that changes will not be made to the regulatory regime in respect of the consumer credit market in the United Kingdom generally, Oodle's particular sector in that market or specifically in relation to Oodle. In particular, no assurance can be given as to the impact of any possible change to the law (including any change in regulation which may occur without a change in primary legislation) or administrative practice after the date of this Prospectus nor can any assurance be given that any such change will not result in adverse consequences such as a loss on, or early redemption of, the Notes.

Potential adverse changes to the value and/or composition of the Portfolio – right to Vehicle sale proceeds 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 Oodle following its repossession or redelivery may be less than the amount owed under the related Financing 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 continues to experience a downturn or a greater downturn (whether in respect of particular vehicle brands or vehicles more generally (for example, due to a movement away from diesel engines)), or if there is a general deterioration of the economic conditions in the United Kingdom or any parts

thereof, then any such scenario could have an adverse effect on (i) the ability of Obligors to repay amounts under the relevant Financing 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 an Obligor under a Financing 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.

In addition, it may be difficult to trace and repossess a Vehicle in order to sell it.

Further, Oodle's ability to repossess or sell a repossessed Vehicle may be negatively impacted by any return of restrictions imposed in response to the Covid-19 pandemic or any future 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 Oodle as the counterparty to the Financing 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 Financing Agreement or termination of the relevant Financing Agreement, depending on the claim. If a successful claim is brought against Oodle, Oodle may have a claim against the relevant dealer. Such a claim would likely be equal to the loss suffered by Oodle in respect of the claim brought by the Obligor and, if received, would mitigate any loss suffered by Oodle in respect of a claim referenced in the paragraph above. Whether or not Oodle 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.

Auto sector transformation and market value of Vehicles

The automotive sector is undergoing a technology driven transformation which, together with any other general developments in the automotive sector, may have implications for auto finance portfolios.

Oodle is dependent on developments in automotive trends, which are subject to a variety of factors that it cannot influence. Technological obsolescence, the availability of popular electric vehicle models, new technologies such as autonomous driving software, shifts in demand patterns, the expansion of public transport infrastructure, the evolution of oil prices and renewable energy prices and infrastructure and changes in government policy (including the imposition of carbon taxes and other regulatory measures to address climate change, pollution or other negative impacts of mass transport) may result in some vehicle types experiencing greater volatility in the level of recoveries and residual values compared to that seen historically. Furthermore, several vehicle manufacturers are subject to governmental information requests, inquiries and investigations as well as litigation relating to environmental, securities, criminal, antitrust and other laws and regulations in connection with diesel exhaust emissions and the testing of emission control systems used in diesel vehicles and as well as related legal issues and implications. A negative development of any of the above mentioned factors may affect the use of vehicles in general and therefore Oodle's business. For example, certain types of diesel vehicles (such as Euro 5 and older models) were affected, or may in the near future become affected, by low emission zones or bans in certain cities or regions. Several cities, including Birmingham, Nottingham, Southampton, Derby and Leeds, now operate Clean Air Zones. In 2019, an Ultra-Low Emission Zone (ULEZ) was introduced in London that affects all diesel vehicles that do not meet Euro 6 standards. London's ULEZ was expanded to include the inner London area bounded by the North and South Circular Roads from 25 October 2021 and Transport for London is currently consulting on proposals to expand it to cover most of Greater London. Several other cities have set up Clean Air Zones in 2021, with Oxford also piloting a Zero Emissions Zone, and other cities are due to introduce Clean Air Zones during 2022. In May 2022, the Scottish Government approved low emission zones in Edinburgh, Glasgow, Dundee and Aberdeen and the local authorities will now plan the introduction of these low

emission zones for proposed enforcement beginning in mid-2024. The government in the United Kingdom has also introduced a range of charges and taxes that affect diesel drivers. Higher VED charges came into effect for new diesels on 1 April 2018 and the company car tax levied on diesel cars has increased from 3% to 4%. In addition, any new diesel car that fails to meet the new Real Driving Emissions 2 (RDE2) standard is subject to a higher tax in the first year. In addition, a number of Continental European cities are considering implementing bans on diesel-powered vehicles from their city centres and the UK government has announced that new diesel- and petrol-powered vehicles will be banned in the UK from 2030.

As a result of these developments, the market prices of used diesel vehicles in the United Kingdom could be affected. Similarly, the rise in popularity of alternative fuel vehicles may introduce uncertainty in the future price trends of both legacy engine types and alternative fuel vehicles themselves because of evolutions in technology, battery costs and government incentives.

Used car residual values in the UK have decreased in recent months and may reduce in future (especially in relation to certain types of vehicles, for example, those with diesel or petrol engines). Oodle'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. Oodle 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.

3. RISKS RELATING TO THE NOTES AND THE STRUCTURE

Equitable Assignment

Assignment by Oodle to the Issuer of the benefit of the Receivables (and the Ancillary Rights) derived from Financing 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 Oodle's rights who has no notice of the assignment to the Issuer;

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

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

(d) lack of notice to the Obligor means that the Issuer will have to join Oodle as a party to any legal action which the Issuer may want to take against any Obligor. Oodle as Seller will, however, undertake for the benefit of the Issuer that Oodle 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 Oodle 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*" below) may accrue in favour of an Obligor in respect of his obligation to make payments under the relevant Financing Agreement. These may, therefore, result in the Issuer receiving less cash than anticipated from the Purchased Receivables. 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 a Financing Agreement (as would be the case for claims in respect of Vehicle defects or the related Add-On Products, including in respect of section 75 of the CCA), 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.

No rights in relation to the Vehicles

The ownership of the Vehicles which are the subject of Financing Agreements which are included in the Portfolio will be retained by Oodle. The Issuer will have the benefit of an assignment of the Collections which includes the Vehicle Sale Proceeds and, in relation to Vehicle Sale Proceeds arising from the sale of any Vehicles located in Scotland, such Vehicle Sale Proceeds will be subject to the Vehicle Sale Proceeds Floating Charge.

The Issuer does not have any right in, over or to the Vehicles that are financed by the Financing Agreements – it only has rights in connection with the Vehicle Sale Proceeds. Therefore, 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 Oodle, the Issuer is reliant on any administrator or liquidator of Oodle 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 Oodle'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 Oodle to do so that would be enforceable against Oodle or an administrator or liquidator thereof after the commencement of the administration or liquidation of Oodle.

As the Issuer will not acquire an ownership interest in the Vehicles themselves, 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 Oodle, a High Court enforcement officer is empowered to seize and sell Oodle'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 Oodle, 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 Oodle intervenes, since such action is effectively stayed by the advent of the insolvency proceedings.

Historical information, forecasts, projections and estimates

The historical information set out in particular in "*DESCRIPTION OF THE PORTFOLIO*" is based on the historical experience and present procedure of the Seller. None of the Transaction Parties (other than the Seller), the Arranger or the Joint Lead Managers have undertaken or will undertake any investigation or review of, or search to verify, such historical information. There can be no assurances as to the future

performance of the Purchased Receivables or that the future experience and performance of the Purchased Receivables will be similar to the historic performance set out in the section "*PORTFOLIO CHARACTERISTICS AND HISTORICAL DATA - Historical performance data*".

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.

Limited data and due diligence on the Portfolio

None of the Arranger, Joint Lead Managers, the Transaction Parties or any other person has undertaken or will undertake any investigations, searches or other actions to verify the information concerning the Purchased Receivables or to establish the creditworthiness of any Obligor or any other party to the Transaction Documents. Each such person will rely solely on the accuracy of the representations and warranties given by the Seller to the Issuer in the Receivables Sale and Purchase Agreement in respect of, among other things, the Purchased Receivables, the Obligors and the Financing Agreements. Security over the Issuer's rights under the Purchased Receivables will be granted by the Issuer in favour of the Security Trustee under the Deed of Charge.

Should any of the Purchased Receivables not comply with the representations and warranties made by the Seller on the Closing Date (or, with respect to the Dowson 2020-1 Receivables, on the Dowson 2020-1 Sale Date) (with reference to the circumstances as at the Cut-Off Date) (other than those with respect to a Financing Agreement (or part thereof) being determined illegal, invalid, non-binding or unenforceable under the CCA or the FSMA or subject to a right to cancel or a right to withdraw under the CCA), the Seller will, if the relevant breach cannot be remedied, be required to repurchase the relevant Purchased Receivable not later than the end of the Calculation Period immediately following the Calculation Period in which such breach was discovered. Where Purchased Receivables are determined to be in breach of the representations and warranties made by reason of a Financing Agreement (or part thereof) being determined illegal, invalid, non-binding or unenforceable under the CCA or the FSMA or subject to a right to cancel or a right to withdraw under the CCA, the Seller will not be obliged to repurchase the relevant Purchased Receivable but will have the option to pay the CCA Compensation Amount to the Issuer in an amount, calculated by the Servicer in accordance with the Servicing Agreement, required to compensate the Issuer for any loss arising as a result thereof not later than the end of the Calculation Period immediately following the Calculation Period in which such breach was discovered, subject to receipt by the Seller of notice from the Servicer of such amount. If any Purchased Receivable 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 Seller will, instead of being required to repurchase such Purchased Receivable, be required to pay to the Issuer the Receivables Indemnity Amount.

The Seller is under no obligation to, and will not, provide the Transaction Parties with financial or other information specific to individual Obligors and certain Financing 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 Financing Agreements, none of which such person has taken steps to verify. Further, none of the Transaction Parties will have any right to inspect the internal records of the Seller.

The Issuer is exposed to the credit risk of the Seller. Should the Seller's credit quality deteriorate and/or 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.

The Note Trustee and Security Trustee are not obliged to act in certain circumstances/limited enforcement rights

Following an Event of Default and the service of an Acceleration Notice in accordance with Condition 10 (*Events of Default*) or Clause 17 (*Events of Default*) of the Class A Loan Note Agreement or where there is no Debt outstanding, in accordance with Residual Certificate Condition 8 (*Events of Default),* the Security will become enforceable. 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 enforce) the Security unless directed by the (i) holders of at least 25% in aggregate Outstanding Principal Amount of the Most Senior Class of Debt or if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Debt (where the Most Senior Class of Debt includes the Class A Loan Note, the Loan Note Paying Agent will notify the Note Trustee of the Principal Amount Outstanding of the Class A Loan Note in respect of which the Class A Loan Noteholders are providing their direction upon which the Note Trustee may rely absolutely without further enquiry or Liability); or (ii) where there is no Debt outstanding, 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 being 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 (i) either (1) in writing by one or more holders of at least 25% in aggregate Outstanding Principal Amount of the Most Senior Class of Debt (where the Most Senior Class of Debt includes the Class A Loan Note, the Loan Note Paying Agent will notify the Note Trustee of the Principal Amount Outstanding of the Class A Loan Note in respect of which the Class A Loan Noteholders are providing their direction upon which the Note Trustee may rely absolutely without further enquiry or Liability) or (2) by an Extraordinary Resolution of the Most Senior Class of Debt at the relevant date; or (ii) when there is no Debt outstanding, by holders of at least 25% in number of the Residual Certificates then in issue or by an Extraordinary Resolution of the Certificateholders, and in each case, 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, 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;

(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.

However, neither the Note Trustee nor the Security Trustee shall be bound to take any such proceedings, actions or steps unless it has been indemnified and/or secured and/or prefunded to its satisfaction.

In addition, Condition 11 (*Enforcement and non-petition*) and clause 11.4 (*Enforcement*) of the Trust Deed limit the ability of the Noteholders to take individual action against the Issuer or any of the Charged Property in any circumstances except where the Note Trustee, having become bound to take action against the Issuer, fails to do so and such failure is continuing. Condition 11 (*Enforcement and non-petition*) prevents the Noteholders from taking or joining in taking steps for the purpose of petitioning for an Insolvency Event in respect of the Issuer.

Subordination of 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

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

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

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

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

The Class X Notes will rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but subordinate (prior to service of an Acceleration Notice) to all payment of interest due in respect of all other Classes of Notes and (following service of an Acceleration Notice) subordinate to all payments due in respect of all other Classes of Notes except the Class F Notes as provided in the Conditions and the Transaction Documents. Prior to service of an Acceleration Notice payments of interest and principal on the Class X Notes will only be made from Available Revenue Receipts to the extent of amounts available in accordance with the Pre-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, and are subordinate to all payments due in respect of the Notes, as provided in the terms and conditions of the Residual Certificates and the Transaction Documents.

In addition to the above, payments on the Notes and the Residual Certificates are subordinate to payments of certain senior ranking fees, costs and expenses, including those payable as Senior Expenses.

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

Ratings of the Notes

The ratings assigned to the 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 Swap Provider and the Servicer. Each Rating Agency's rating reflects only the view of that Rating Agency. Further events, including events affecting the Account Bank, the Swap Provider and the Servicer, could have an adverse effect on the rating of the Notes.

The ratings assigned to the Debt 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 A Loan Note, 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 of interest on each Interest Payment Date; and

(b) the likelihood of ultimate payment to the holders of the Notes of principal in relation to the Notes on or prior to the Final Redemption Date.

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

(a) the likelihood of full and timely payment of interest to the holders of the Class A Loan Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, respectively, on each Interest Payment Date and ultimate payment of principal by a date that is not later than the Final Redemption Date; and

(b) the likelihood of full and ultimate payment of interest and principal to the holders of the Class F Notes and the Class X Notes respectively, by a date that is not later than the Final Redemption 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 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 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 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 Notes should be evaluated independently from similar ratings on other types of securities. There is no assurance that the ratings of the 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 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 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 Notes. A qualification, downgrade or withdrawal of any of the ratings of the Notes may impact on the value of the Notes.

In addition, European regulated investors are restricted under the EU CRA Regulation from using credit ratings for regulatory purposes in the EEA, unless such ratings are issued by a credit rating agency established in the EEA and registered under the EU CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances. Such general restriction will also apply in the case of credit ratings issued by third country non-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant third-country rating agency is certified in accordance with the EU CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances.

The list of registered and certified rating agencies published by ESMA on its website in accordance with the EU CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

Investors regulated in the UK are subject to similar restrictions under the UK CRA Regulation. The UK CRA Regulation may require, among other things, issuers or related third parties intending to solicit a credit rating of a structured finance instrument to appoint at least two credit rating agencies to provide credit ratings independently of each other. As such, UK regulated investors are required, for UK regulatory purposes, to use ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances. In the case of third country ratings, for a certain limited period of time, transitional relief accommodates continued use for regulatory purposes in the UK, of existing pre-2021 ratings, provided the relevant conditions are satisfied.

Additionally, the UK CRA Regulation requires certain additional disclosure to be made in respect of structured finance transactions. The credit ratings included or referred to in this Prospectus have been issued by Moody's and S&P, each of which is established in the UK and is registered under the UK CRA Regulation.

The rating Moody's has given to the Notes is endorsed by Moody's Deutschland GmbH, which is established in the EU and registered under the EU CRA Regulation. The rating S&P has given to the Notes is endorsed by S&P Global Ratings Europe Limited, which is established in the EU and registered under the EU CRA Regulation.

Each of Moody's Deutschland GmbH and S&P Global Ratings Europe Limited is included in the list of credit rating agencies published by ESMA on its website (at https://www.esma.europa.eu/supervision/credit-rating-agencies/risk) in accordance with the EU CRA Regulation. Such website and its contents do not form part of this Prospectus.

If the status of the rating agency rating the Notes changes for the purposes of the EU CRA Regulation or the UK CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the UK, as applicable, and the Notes may have a different regulatory treatment, which may impact the value of the Notes and their liquidity in the secondary market. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Prospectus.

4. RISKS RELATING TO CHANGES IN THE STRUCTURE AND DOCUMENTS

Meetings of Noteholders, modification and waivers

The Notes and the Residual Certificates contain provisions for calling meetings of Noteholders 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) 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 Swap Provider to comply with any obligation which applies to it under EU EMIR and/or UK EMIR;

(c) complying with any changes in the requirements of (i) Article 6 of the UK Securitisation Regulation or Article 6 of the EU 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 additional regulatory technical standards in relation to the UK Securitisation Regulation or the EU Securitisation Regulation (including the applicable reporting requirements thereunder), (ii) Regulation (EU) 2017/2401 (which amends Regulation (EU) No 575/2013 on prudential requirements for credit institutions and investment firms) and/or the UK CRR or (iii) 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 Tax Authority in relation thereto);

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

(g) opening additional accounts with an additional account bank or moving 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 (including, but not limited to, transparency and/or investor due diligence) of and/or enabling the Issuer or the Seller to comply with an obligation in respect of the direct application of the requirements of the UK Securitisation Regulation and/or the indirect application of the EU Securitisation Regulation together with any relevant laws, regulations, technical standards, rules, other implementing legislation, official guidance or policy statements, in each case as amended, varied or substituted from time to time after the Closing Date (including but not limited to: (a) the appointment of a third party to assist with the Issuer's reporting obligations pursuant to the UK Securitisation Regulation and/or in relation to the indirect application of the EU Securitisation Regulation; and (b) any required appointment of a securitisation repository);

(j) complying with any changes in the requirements of the UK CRA Regulation or the EU CRA Regulation; or

(k) changing the benchmark rate on the Debt 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 Debt or other such consequential amendments) or where the Issuer and the Swap Provider agree to apply an alternative fallback (and make alternative adjustments, amendments and payments) in respect of the transaction under the Swap 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 Debtholders and the Certificateholders and (2) Debtholders holding or representing at least 10% of the Outstanding Principal Amount of the Most Senior Class of Debt outstanding (or, if there is no Debt outstanding, 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 Debtholders (or Certificateholders, as the case may be) do not consent to the proposed modification.

It is expected that on the Closing Date, the Original Class A Loan Noteholder will acquire all of the Class A Loan Note (see "*Significant Investors*" above). For so long as one or more Class A Loan Noteholders collectively hold all (or a significant majority) of the Class A Loan Note, and for so long as the Class A Loan Note is (or comprises part of) the Most Senior Class of Debt, such Class A Loan Noteholders (or their transferee(s)) will have the ability to block Ordinary Resolutions and Extraordinary Resolutions (other than Basic Term Modifications relating to the Class A Notes or other Classes of Debt). Therefore, no assurance can be given that any Noteholder (unless it is (or comprises part of) the Most Senior Class of Debt) will at any time have the power to block or pass Ordinary Resolutions or Extraordinary Resolutions. See further "*Conflict between Debtholders*" below.

It is expected that on the Closing Date, the Original Class A Noteholder will acquire all of the Class A Notes other than those to be retained by Oodle pursuant to the Retention Requirements (see "*Significant Investors*" above). For so long as one or more Class A Noteholders collectively hold all (or a significant majority) of the Class A Notes, and for so long as the Class A Loan Notes are (or comprises part of) the Most Senior Class of Debt, such Class A Noteholders (or their transferee(s)) will have the ability to block Ordinary Resolutions and Extraordinary Resolutions (other than Basic Term Modifications relating to the Class A Loan Note or other Classes of Debt). Therefore, no assurance can be given that any Noteholder (unless it is (or comprises part of) the Most Senior Class of Debt) will at any time have the power to block or pass Ordinary Resolutions or Extraordinary Resolutions. See further "*Conflict between Debtholders*" below.

Given the above, it is expected that on the Closing Date, the Original Class A Noteholder and the Original Class A Loan Noteholder collectively will hold a significant majority of the Class A Debt, and for so long as the Class A Debt is the Most Senior Class of Debt, such Original Class A Noteholder and the Original Class A Loan Noteholder (or their transferee(s)) will each have the ability to block Ordinary Resolutions and Extraordinary Resolutions and acting together to pass Ordinary Resolutions and Extraordinary Resolutions. Therefore, no assurance can be given that any Noteholder (unless it is (or comprises part of) the Most Senior Class of Debt) will at any time have the power to block or pass Ordinary Resolutions or Extraordinary Resolutions (other than Basic Term Modifications relating to other Classes of Debt). See further "*Conflict between Debtholders*" below.

Each of the Issuer, the Note Trustee and the Security Trustee is also entitled to 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 Debt or the Certificateholders.

5. COUNTERPARTY RISKS

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

(a) Oodle, who will act as Seller and Servicer;

(b) Citibank, N.A., London Branch and Citigroup Global Markets Limited, who (through separate teams) will act as Interest Determination Agent, Cash Manager, Account Bank, Paying Agent, Registrar, Loan Note Registrar, Loan Note Paying Agent, Original Class A Loan Noteholder, Arranger and Joint Lead Manager; and

(c) BNP Paribas, who will act as the Swap Provider, Original Class A Noteholder and a 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 an affiliate of or an ABCP conduit managed by each of the Joint Lead Managers (or its affiliates), respectively (the "**Warehouse Lenders**") have provided financing to the Seller indirectly through a warehouse facility. Consequently, the proceeds of the issuance of the Notes will be used by the Issuer in part to, on or about the Closing Date, purchase certain of the Receivables from the Seller; the Seller will use the proceeds of the sale of the Receivables to purchase the relevant Receivables from the borrower under the warehouse facility before on-selling such Receivables to the Issuer; and the borrower under the warehouse facility and the Seller will ultimately use such funds to partially repay the Warehouse Lenders. Other than where required in accordance with applicable law, neither of the Joint Lead Managers nor any of their respective affiliates or conduits have any obligation to act in any particular manner as a result of its or the Warehouse Lenders' prior, indirect involvement with the Receivables and any information in relation thereto. With respect to the refinancing, the Joint Lead Managers, the Swap Provider and their respective affiliates or conduits will act in their 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.

Certain Conflicts of Interest – Oodle as holder of the Retention Notes

Recourse risk to the Seller
Oodle, as the holder of the Retention Notes, will enter into the Retention Financing, as to which see "*Regulatory Risks - Certain risks in respect of the Retention Financing – Retention Financing*" below. Noteholders should also be aware that any incurrence of debt by Oodle, including that used to finance the acquisition of the Retention Notes, could potentially lead to an increased risk of Oodle becoming insolvent and therefore unable to fulfil its obligations in its capacity as holder of the Retention Notes.

Certain conflicts of interest – the Retention Financing Parties
Oodle will enter into the Retention Financing, as to which see "*Regulatory Risks - Certain risks in respect of the Retention Financing – Retention Financing*" below. Noteholders should also be aware that the terms of the Retention Financing are such that certain parties to it could potentially, depending on the terms of other transactions they enter into, benefit from a situation where credit losses are incurred on the Retention Notes. 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, title to the Retention Notes will be transferred to a funding counterparty (which is not a special purpose vehicle) (the "**Repo Counterparty**") under the terms of the Retention Financing and the Repo Counterparty (or any other party to which title to the Retention Notes is transferred) may sell the Retention Notes or otherwise transfer title to the Retention Notes to another 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 on the Noteholders.

Conflict between Debtholders

The Trust Deed and the Deed of Charge contain provisions requiring the Note Trustee and the Security Trustee to have regard to the interests of all Classes of Debtholders as regards all powers, trusts, authorities, duties and discretions of the Note Trustee and the Security Trustee (except where expressly provided otherwise).

If, in the Note Trustee's or, as the case may be, the Security Trustee's opinion, however, there is or may be a conflict between the interests of the holders of one or more Classes of Debt, on the one hand, and the interests of the holders of one or more Classes of Debt, on the other hand, then the Note Trustee or, as the case may be, the Security Trustee will be required to have regard only to the interests of the holders of the relevant affected Class of Debt ranking pari passu with or in priority to the other relevant Classes of Debt in the Post-Enforcement Priority of Payments.

In addition, prospective investors should note that the Trust Deed provides that no Extraordinary Resolution of the holders of a Class of Debt, other than the holders of the Most Senior Class of Debt, shall take effect for any purpose while the Most Senior Class of Debt remains outstanding unless such Extraordinary Resolution shall have been sanctioned by an Extraordinary Resolution of the holders of the Most Senior Class of Debt or the Note Trustee and/or Security Trustee is of the opinion it would not be materially prejudicial to the interests of the holders of the Most Senior Class of Debt.

As a result, holders of the Debt other than the Most Senior Class of Debt may not have their interests taken into account by the Note Trustee or the Security Trustee when the Note Trustee or the Security Trustee exercises any discretion conferred upon it where there is a conflict of interest.

Reliance on third parties

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 of the foregoing 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) or any Collection Agent, 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 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.

Risks relating to the Servicer

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 Financing Agreements. Consequently, the timely payment of amounts due in respect of the Notes and the Residual Certificates and 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 hire purchase agreements 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 "*OVERVIEW 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 "*OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS — Servicing Agreement*" and "*THE SELLER AND THE SERVICER — Credit and Collection Procedures*".

In addition, the Servicer has undertaken in the Servicing Agreement that if it makes any amendments to the Credit and Collection Procedures and to the extent such changes are material, the Servicer shall as soon as practicable after such change notify the Issuer, the Security Trustee 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.

Upon the occurrence of any Servicer Termination Event, the Issuer and the Security Trustee will have the right to remove Oodle as Servicer (in this regard see further "*OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS — Servicing Agreement*"). If the appointment of Oodle 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 Oodle agrees to provide under the Servicing Agreement (in this regard see further "*OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS — Servicing Agreement*" and "*OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS — Standby Servicer Agreement*").

There is no guarantee that the Standby Servicer or a replacement Servicer (as the case may be) providing servicing at the same level as Oodle 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 Oodle 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 Oodle 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 and its insolvency. The appointment of Oodle 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.

Similar to other relatively new companies, the Seller is reliant on funding from third party providers for new origination. If such funding ceases to be available for any reason, this may adversely affect the ability of the Seller to continue with its business (including its servicing operations) and to continue originating. In addition, as the Servicer is a relatively new company, it is in a phase of growth. This means that it may face various operational challenges as it continues to expand. As set out above, a Standby Servicer can be invoked in certain circumstances.

If the Servicer was to be terminated for any reason, there is no assurance that this would not have an adverse effect on the Issuer's ability to make payments under the Notes.

Interest Rate Risk/Risk of Swap Provider Insolvency

Noteholders may be subject to interest rate risk.

Payments in respect of the Purchased Receivables made to the Seller by an Obligor under a Financing 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 Swap Agreement. The purpose of the Swap Agreement is to mitigate the interest rate risk of the Issuer arising in connection with the issuance of the Notes. The Swap Agreement consists of a 2002 ISDA Master Agreement, the associated schedule, an interest rate swap confirmation and a credit support annex thereunder.

Pursuant to the terms of the swap transaction evidenced by the swap confirmation entered into between the Issuer and the Swap Provider under the Swap Agreement on or around the Closing Date (the "**Swap Transaction**"), in respect of each swap calculation period, (a) an amount (the "**Issuer Swap Amount**") will be calculated as the product of (i) the Swap Notional Amount for such swap calculation period, (ii) a fixed rate (as specified in the Swap Agreement) and (iii) the Fixed Day Count Fraction, and (b) an amount (the "**Swap Provider Swap Amount**") will be calculated as the product of (i) the Swap Notional Amount for such swap calculation period, (ii) Swap SONIA as determined for such swap calculation period and (iii) the Floating Day Count Fraction. Pursuant to the Swap Agreement, the Issuer will also pay to the Swap Provider (or there will be paid to the Swap Provider on the Issuer's behalf) the Swap Premium on or about the Closing Date.

Under the terms of the Swap Transaction, in respect of each swap calculation period for which Swap SONIA is not negative, a payment amount (which can be zero) for the swap payment date corresponding to such swap calculation period will be calculated under the Swap Transaction by reference to the Issuer Swap Amount and the Swap Provider Swap Amount for such period. If the Issuer Swap Amount exceeds the Swap Provider Swap Amount, the Issuer will pay such excess to the Swap Provider (or such excess will be paid to the Swap Provider on the Issuer's behalf), which the Issuer will fund using payments it receives from the Receivables on each Interest Payment Date. If the Swap Provider Swap Amount exceeds the Issuer Swap Amount, the Swap Provider will pay such excess to the Issuer. If the Swap Provider Swap Amount is equal to the Issuer Swap Amount, neither party will make a payment to the other.

Under the terms of the Swap Transaction, in respect of each swap calculation period for which Swap SONIA is negative, a payment will be due from the Issuer to the Swap Provider on the swap payment date corresponding to such swap calculation period, in an amount equal to (a) the Issuer Swap Amount, plus (b) the absolute value of the Swap Provider Swap Amount, and the Swap Provider would not be required to make any payment to the Issuer on that swap payment date. See "*OVERVIEW OF THE*

PRINCIPAL TRANSACTION DOCUMENTS – Swap Agreement". A decrease in the rate of Swap SONIA will cause a corresponding decrease in related Swap Provider Swap Amounts, and adversely affect payments under the Swap Agreement in relation to the Issuer, either by increasing the amounts payable by the Issuer, or decreasing the amount payable to the Issuer, which could, in either case, result in the Issuer having insufficient amounts available to it to make payments on the Notes and/or the Residual Certificates.

If the Swap Provider fails to pay any amounts when due under the Swap 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 Swap Notional Amount for each swap calculation period will be as determined in the fixed amortisation schedule appended to the confirmation relating to the Swap Transaction, which is unlikely to exactly match – and (depending on the rate of repayment on the Notes) could deviate significantly from – the Aggregate Outstanding Principal Amount of the Notes, unless there is a partial termination of the Swap Transaction in accordance with the terms of the Swap Agreement and the Swap Notional Amount for each subsequent swap calculation period is adjusted accordingly (see "*OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS – Swap Agreement*"). During periods in which the Swap Notional Amount is less than the Aggregate Outstanding Principal Amount of the Notes, payments under the Swap Agreement may 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.

Termination of Swap Transaction

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

The Swap Provider may terminate the Swap Transaction under the Swap Agreement if, among other things, (i) the Issuer becomes insolvent, (ii) the Issuer fails to make a payment under the Swap Agreement when due and such failure is not remedied within 3 Business Days of notice of such failure being given, (iii) performance of the Swap Agreement becomes illegal or a force majeure event occurs, (iv) an Acceleration Notice has been served, (v) payments from the Swap Provider are increased or payments to the Swap Provider are reduced for a set period of time due to tax reasons, (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) (*Optional redemption for taxation reasons*), redemption in full prior to the Legal Maturity Date pursuant to Condition 5(c) (*Mandatory early redemption in part*) or the exercise of the Issuer's optional early redemption right pursuant to Condition 5(e) (*Optional Early Redemption*) or (vii) an amendment is made to the Transaction Documents which affects, *inter alia*, the Swap Provider's rights in relation to any security granted by the Issuer in favour of the Security Trustee or the Swap Provider's rights in respect of the management of and control over the amounts standing to the credit of the Swap Collateral Account without the prior written consent of the Swap Provider.

The Issuer may terminate the Swap Transaction under the Swap Agreement if, among other things, (i) the Swap Provider becomes insolvent, (ii) such Swap Provider fails to make a payment under the Swap Agreement when due and such failure is not remedied within 3 Business Days of notice of such failure being given, (iii) performance of the Swap 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 Swap Provider fails to comply with the various downgrade requirements of the Rating Agencies, or (vi) the benchmark rate on the Notes is changed and the Alternative Benchmark Rate is different to the benchmark rate under the Swap Agreement. The transaction under the Swap Agreement will terminate upon redemption of the Notes in full.

The Issuer is exposed to the risk that the Swap Provider may become insolvent or may suffer from a ratings downgrade. In the event that the Swap Provider suffers a ratings downgrade and ceases to be an Eligible Swap Provider, the Issuer may terminate the Swap Transaction under the Swap Agreement

if such Swap 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 Swap Provider collateralising its obligations as a referenced amount calculated in accordance with a credit support annex to the 2002 ISDA Master Agreement, transferring its obligations to a replacement swap provider or procuring a guarantee. However, in the event such Swap Provider is downgraded there can be no assurance that a guarantor or replacement swap provider will be found or that the amount of collateral will be sufficient to meet the Swap Provider's obligations.

Following a termination of the Swap Transaction under the Swap Agreement, the Issuer may not be able to enter into a replacement swap agreement immediately or at all. To the extent a replacement swap agreement is not entered into on a timely basis, the fixed rate payments received from the Receivables may not be sufficient to pay the principal on and interest under the Notes if the interest rates under such Notes increase. 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 Swap Provider, the Issuer will be treated as a general creditor of such Swap Provider and is consequently subject to the credit risk of such Swap Provider. To mitigate this risk, under the terms of the Swap Agreement, the Swap Provider will be obliged to post collateral or take an alternative remedy in accordance with the terms of the Swap Agreement in the event that the relevant ratings of such Swap Provider fall below certain levels (which are set out in the Swap Agreement and described in further detail in the section entitled "*TRIGGERS TABLE – RATING TRIGGERS TABLE*") while the Swap Agreement is outstanding. However, no assurance can be given that sufficient collateral will be available to the Swap Provider such that it is able to post collateral in accordance with the requirements of the Swap Agreement or that the collateral will be posted on time in accordance with the Swap Agreement. If the Swap 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 Swap Provider are below certain levels (which are set out in the Swap Agreement and described in further detail in the section entitled "*TRIGGERS TABLE – RATING TRIGGERS TABLE*") while the Swap Agreement is outstanding, the Swap Provider will, in accordance with the terms of the Swap Agreement, be required to elect to take certain remedial measures within the applicable time frame stipulated in the Swap Agreement (at its own cost) which may include providing collateral in support of its obligations under the Swap Agreement, arranging for its obligations under the Swap Agreement to be transferred to an entity which is an Eligible Swap Provider, procuring another entity which is an Eligible Swap Provider to become co-obligor or guarantor in respect of the Swap Provider’s obligations under the Swap Agreement, or taking such other action as required to maintain or restore the rating of the Notes. However, no assurance can be given that, at the time that such actions are required, sufficient collateral will be available to the Swap Provider for posting or that another entity which is an Eligible Swap Provider will be available to become a replacement swap provider, co-obligor or guarantor or that the Swap Provider will be able to take the requisite other action. If the remedial measures following a downgrade of the Swap Provider below the level of an Eligible Swap Provider are not taken within the applicable time frames, this will permit the Issuer to terminate the Swap Transaction under the Swap Agreement early.

6. MACROECONOMICS AND MARKET RISKS

General market volatility

Developments such as the UK's departure from the European Union, consumer energy price inflation and disruption to global supply chains, alongside elevated global demand for goods and supply shortages of specific goods have led to recent inflationary pressure and rises in UK interest rates. Continuing inflationary pressure may result in further interest rate increases over time. There are also geopolitical risks, for example around the conflict in Ukraine, which could impact the UK economy, in particular by further increasing energy and oil prices (and therefore petrol and diesel retail prices) and which could lead to further impacts on supply chains and further increases in the cost of living and inflation.

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.

Absence of secondary market liquidity 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 a liquid secondary market for the Notes or the Residual Certificates will develop or if it develops, that it provides sufficient liquidity, 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 is having 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.

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.

The market continues to develop in relation to SONIA as a reference rate in the capital markets

Investors should be aware that the market continues to develop in relation to 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).

The market or a material part thereof may adopt an application of SONIA that differs from that set out in the Conditions. The development of Compounded Daily SONIA as an interest reference rate for the debt securities markets, as well as continued development of SONIA-based rates for such 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 Debt.

Furthermore, interest on Debt 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 Debt to reliably estimate the amount of interest which will be payable on such Debt and some investors may be unable or unwilling to trade such Debt without changes to their IT systems, both of which could adversely impact the liquidity of such Debt. Further, if the Debt become due and payable under Condition 10 (*Events of Default*) and Clause 17 (*Events of Default*) of the Class A Loan Note Agreement, the rate of interest payable shall be determined on the date the Debt 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 Debt.

Furthermore, the definition for the benchmark that is used to calculate interest on the Debt on an Interest Payment Day, "Compounded Daily SONIA", and the definition for the benchmark that is used to calculate floating amounts under the Swap Agreement on a swap payment date, "Swap SONIA", are both compound rates that are calculated by applying compounding to the SONIA daily rate published by the Bank of England on each day during the Interest Period (for the Debt) or the swap calculation period (for the Swap Transaction), that corresponds to the Interest Payment Date or swap payment date, respectively.

Investors should be aware that, while the descriptions of these two benchmarks appear identical, there are some small differences between their methodology and their fallback options. In a situation where, for example, one or more temporary fallbacks were utilised to calculate the rate on the Debt on days when SONIA was unavailable, and the fallback rate on the Debt was higher than the fallback rate on the swap floating amounts on those days, the Swap Transaction would only be partially hedging the Debt, which could result in the Issuer having insufficient amounts available to it to make payments on the Debt and/or the Residual Certificates.

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

Various interest rates and other indices which are deemed to be "benchmarks", including SONIA, are the subject of national, international and other regulatory reforms and proposals for reform, including the UK Benchmark Regulation. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Debt referencing such a benchmark.

The EU Benchmark Regulation applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the European Union. Among other things, it (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 (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 UK Benchmark Regulation, among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the FCA or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The EU Benchmark Regulation and/or the UK Benchmark Regulation, as applicable, could have a material impact on any Debt linked to or referencing a benchmark, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the EU Benchmark Regulation and/or the UK Benchmark Regulation, as applicable. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements.

Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark; and/or (iii) leading to the disappearance of the benchmark. Any of the above changes, or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on the Debt.

Based on the foregoing, 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 Debt 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 Debt or (ii) will be made prior to any date on which any of the risks described in this risk factor may become relevant;

(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 Debt as described in paragraph (b) above there can be no assurance that the applicable fall-back provisions under the Swap Agreement would operate to allow the transactions under the Swap Agreement to effectively mitigate interest rate risk in respect of the Debt 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; and

(d) under the terms of the Swap Transaction, in the event Swap SONIA is negative for any swap calculation period, such that the Swap Provider Swap Amount calculated for the corresponding swap payment date would be negative, the Issuer shall pay an amount on that swap payment date to the Swap Counterparty equal to the absolute value of the Swap Provider Swap Amount plus the Issuer Swap Amount calculated for the same swap calculation period, as more fully set out in "*OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS – The Swap Agreement*" below. A decrease in the rate of Swap SONIA will cause a corresponding decrease in related Swap Provider Swap Amounts, and adversely affect payments under the Swap Agreement in relation to the Issuer, either by increasing the amounts payable by the Issuer, or decreasing the amount payable to the Issuer, which could, in either case, result in the Issuer having insufficient amounts available to it to make payments on the Debt and/or the Residual Certificates.

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 Debt and the Residual Certificates and/or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Debt 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 Debt. 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 Debt and the Residual Certificates.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, or any of the international or national reforms and the possible application of the benchmark replacement provisions of the Debt in making any investment decision with respect to the Debt.

7. LEGAL RISKS

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 "*OVERVIEW 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 to be 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 particular, it should be noted that significant changes to the UK insolvency regime have been enacted under the Corporate Insolvency and Governance Act 2020 which received Royal Assent on 25 June 2020 and came into effect on 26 June 2020. The changes include, among other things: (i) the introduction of a new moratorium regime that certain eligible companies can obtain which will prevent creditors taking certain action against the company for a specified period; (ii) a ban on operation of or exercise of "*ipso facto* clauses" preventing (subject to exemptions) termination, variation or exercise of other rights under a contract due to a counterparty entering into certain insolvency or restructuring procedures; and (iii) a new compromise or arrangement under Part 26A of the Companies Act 2006 (the "**Restructuring Plan**") that provides for ways of imposing a restructuring on creditors and/or shareholders without their consent (so-called cross-class cram-down procedure), subject to certain conditions being met and with a court adjudicating on the fairness of the restructuring proposal as a whole in determining whether or not to exercise its discretionary power to sanction the Restructuring Plan. While the Issuer is expected to be exempt from the application of the new moratorium regime and the ban on *ipso facto* clauses, there is no guidance on how the new legislation will be interpreted and the Secretary of State may by regulations modify the exceptions. For the purposes of the Restructuring Plan, it should also be noted that there are currently no exemptions, but the Secretary of State may by regulations provide for exclusion of certain companies providing financial services and the UK government has expressly provided for changes to the Restructuring Plan to be effected through secondary legislation, particularly in relation to the cross-class cram-down procedure. It is therefore possible that aspects of the legislation may change. While the transaction structure is designed to minimise the likelihood of the Issuer becoming insolvent, and/or subject to pre-insolvency restructuring proceedings, no assurance can be given that any modification of the exceptions from the application of the new insolvency reforms referred to above will not be detrimental to the interests of the Noteholders and there can be no assurance that the Issuer will not become insolvent and/or the subject of insolvency or pre-insolvency restructuring proceedings and/or that the Noteholders would not be adversely affected by the application of insolvency laws (including English insolvency laws or the laws affecting the creditors' rights generally).

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 provisions of sections 174A, 176ZA and 176A of 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 expenses of the insolvency proceeding, claims of unsecured creditors or creditors who otherwise take priority over floating charge recoveries. While certain of the covenants 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 will not be adversely affected by any such reduction in floating charge realisations upon the enforcement of the Security.

Insolvency proceedings and subordination provisions

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

The English Supreme Court has held that a flip clause as described above is valid under English law. Contrary to this, however, the United States Bankruptcy Court has held that such a subordination provision is unenforceable under US bankruptcy law and that any action to enforce such provision would violate the automatic stay which applies under such law in the case of a United States bankruptcy of the counterparty. The implications of this conflict remain unresolved.

If a creditor of the Issuer or a related entity becomes subject to insolvency proceedings in any jurisdiction outside England and Wales (including, but not limited to, the United States), and it is owed a payment by the Issuer, a question arises as to whether the insolvent creditor or any insolvency official appointed in respect of that creditor could successfully challenge the validity and/or enforceability of subordination provisions included in the English law governed Transaction Documents. In particular, based on the decision of the United States Bankruptcy Court referred to above, there is a risk that such subordination provisions would not be upheld under United States bankruptcy laws. Such laws may be relevant in certain circumstances with respect to a range of entities, including United States established entities and certain non-United States established entities with assets or operations in the U.S. (although the scope of any such proceedings may be limited if the relevant non-United States entity is a bank with a licensed branch in a state of the United States). In general, if a subordination provision included in the Transaction Documents was successfully challenged under the insolvency laws of any relevant jurisdiction outside England and Wales and any relevant foreign judgment or order was recognised by the English courts, there can be no assurance that such actions would not adversely affect the rights of the Noteholders, the market value of the Notes and/or the ability of the Issuer to satisfy its obligations under the Notes.

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

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 251 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, or £800,000 in relation to floating charges which come into existence on or after 6 April 2020) of the floating charge realisations available for distribution to be set aside to satisfy the claims of unsecured creditors'. In addition, HMRC has preferential status as a secondary preferential creditor in respect of certain taxes (e.g. VAT, PAYE, employee NICs, student loan 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.

Scottish Receivables

Certain of the Financing 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 Financing 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 a Financing Agreement was in fact governed by Scots law, the Scots court may declare that such Financing Agreement had always been governed by Scots law, and that such Financing 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 Financing Agreements sold by Oodle in its capacity as Seller to the Issuer may not be considered to be a valid transfer by the Scots courts.

In respect of Financing Agreements relating to Vehicles located in Scotland, to mitigate the risk where a Scottish Obligor exercises its right of voluntary termination or following repossession, Oodle will grant a floating charge in favour of the Issuer pursuant to the Vehicle Sale Proceeds Floating Charge in respect of the proceeds of sale of any vehicle located in Scotland returned to Oodle or repossessed by Oodle and subsequently sold.

The Vehicle Sale Proceeds Floating Charge crystallises on the occurrence of the appointment of a receiver by the floating charge holder (the ability to do so arising on the occurrence of an Insolvency Event in relation to Oodle) or the appointment of a liquidator in respect of Oodle. The primary purpose of the Vehicle Sale Proceeds Floating Charge is to create a statutory preference for the Issuer over other unsecured creditors of Oodle.

In relation to Vehicle Sale Proceeds arising from the sale of any Vehicles located in Scotland, the claims of the Issuer will be subject to the matters which are given priority over a floating charge by law, including (inter alia) the expenses of any administration or winding-up (which could include any corporation tax charges), the claims of preferential creditors, (up to an amount equal to £800,000) a portion of the claims of unsecured creditors and the claims of HMRC in respect of certain taxes (e.g. VAT, PAYE, employee NICs, student loan deductions and construction industry scheme deductions). Furthermore, where the floating charge does not take effect as a fixed charge following crystallisation, the Issuer will no longer have priority in a claim against the Vehicle Sale Proceeds with respect to third party creditors (in particular, any execution creditors) of Oodle.

Further, if liquidation or administration proceedings were to be commenced in England and Wales with respect to Oodle within 12 months of the Closing Date and it is determined that Oodle was unable to pay its debts at the time the floating charge was granted or became unable to do so in consequence of the transaction under which the charge is created, under section 245 of the Insolvency Act 1986, the floating charge will be valid only to the extent of the value of so much of the consideration as consists of money paid, or goods and services supplied, to Oodle at the same time as, or after, the creation of the charge. Following the creation of the floating charge in favour of the Issuer, on the Closing Date, Oodle will receive the Initial Purchase Price in proceeds from the sale of the Purchased Receivables (and the Ancillary Rights), and on each Interest Payment Date, subject to the Priority of Payments, the Deferred Consideration, being the right to receive the Residual Certificate Payments in respect of the sale of the Purchased Receivables (and the Ancillary Rights) comprised in the Portfolio to the Issuer.

There can be no assurance that the Noteholders and the Certificateholders will not be adversely affected by any reduction in Vehicle Sales Proceeds in relation to Vehicles repossessed or returned in Scotland as may result from the circumstances described in this risk factor.

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.

Taxation

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

UK 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.

EU Financial transaction tax

On 14 February 2013, the European Commission issued proposals, including a draft Directive (the Commission's proposal) for a financial transaction tax (the "**FTT**") to be adopted in certain participating EU Member States (including Belgium, Germany, Estonia (although Estonia has since stated that it will not participate), Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia). If the Commission's proposal was adopted, the FTT would be a tax primarily on "financial institutions" (which would include the Issuer) in relation to "financial transactions" (which would include the conclusion or modification of derivative contracts and the purchase and sale of financial instruments).

Under the Commission's proposal, the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the financial transaction is issued in a participating Member State.

The FTT may give rise to tax liabilities for the Issuer with respect to certain transactions if the conditions for a charge to arise are satisfied and the FTT is adopted based on the Commission's proposal. Any such tax liabilities may reduce amounts available to the Issuer to meet its obligations under the Debt and may result in investors receiving less interest and/or principal than expected. To the extent that such liabilities may arise at a time when winding up proceedings have been commenced in respect of the Issuer, such liabilities may be regarded as an expense of the liquidation and, as such, be payable out of the floating charge assets of the Issuer (and its general estate) in priority to the claims of Noteholders and other secured creditors. It should also be noted that the FTT could be payable in relation to relevant transactions by investors in respect of the Debt (including secondary market transactions) if the conditions for a charge to arise are satisfied and the FTT is adopted based on the Commission's proposal. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional Member States may decide to participate. Prospective holders of the Debt are advised to seek their own professional advice in relation to the FTT.

8. REGULATORY RISKS

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

In Europe, the U.S., and elsewhere, there is increased political and regulatory scrutiny of the asset-backed securities industry. This has resulted in 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 are responsible for analysing their own regulatory position and should consult their own advisers in this respect. None of the Issuer, the Seller, the Arranger, the Joint Lead Managers nor any other party to the Transaction Documents makes any representation to any prospective investor or purchaser of the Notes regarding the regulatory 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.

Basel Capital Accord and regulatory capital requirements

Investors should note that the Basel Committee on Banking Supervision (the "**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 reforms have now been incorporated into EU law (which will apply in stages, the latest of which will apply from 2023). Some but not all of this EU law has been implemented in the UK. The UK authorities have stated that they intend to amend UK regulation to implement the remaining Basel III standards. The BCBS continues to work on new policy initiatives.

The implementation date of most of the Basel IV reforms has been postponed until January 2023 and full implementation is expected from 1 January 2028. The Basel IV reforms, which include revisions to the credit risk framework in general and the securitisation framework in particular, have not yet been legislated for in the EU or the UK. In October 2021, the European Commission indicated that it intends to adopt legislative proposals implementing the Basel IV reforms. The UK authorities have stated that they will work towards a UK implementation timetable of the Basel IV reforms consistent with the 1 January 2023 implementation date. National implementation of the Basel IV reforms may vary those reforms and/or their timing.

The implementation of the Basel III and Basel IV reforms may result in increased regulatory capital and/or other prudential requirements in respect of securitisation positions. It should also be noted that changes to prudential requirements may be made for insurance and reinsurance undertakings through

participating jurisdiction initiatives, such as the Solvency II framework in Europe and the UK. In particular, it is noted that the UK authorities have announced that the Solvency II framework in the UK will be reformed and that the EU Commission has announced a legislative proposal to amend the Solvency II Directive as it applies in the EU, and a legislative proposal for a new Insurance Recovery and Resolution Directive, each of which is subject to review by the European Parliament and the Council. In connection with the reform of the UK Solvency II framework, on 20 July 2021 the PRA launched a quantitative impact study to assist its analysis of potential reform options and it is anticipated that it will consult on a package of reforms in 2022.Prospective investors should therefore make themselves aware of the 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. Investors in the Notes are responsible for analysing their own regulatory position and prudential regulation treatment applicable to the Notes and should consult their own advisers in this respect. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

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). 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.

The UK authorities have provided an exclusion for certain securitisation companies although some aspects of the relevant provisions are not entirely clear. This regime has also been amended to ensure that it complies with the EU's Bank Recovery and Resolution Directive (2014/59/EU) ("**BRRD**"). BRRD has been implemented in the UK through, among other regulations, the Bank Recovery and Resolution Order 2014 (the "**BRRD Order**") and onshored post Brexit by, amongst other Statutory Instruments, The Bank Recovery and Resolution and Miscellaneous Provisions (Amendment) (EU Exit) Regulations 2018. Directive (2019/879/EU) amending the BRRD ("**BRRD II**") entered into force on 27 June 2019 and became applicable on 28 December 2020. The UK implemented the majority of the BRRD II provisions which became applicable on 28 December 2020 but not those which became applicable on or after 1 January 2021. The UK has also imposed a 'sunset' on a number of BRRD II provisions. BRRD II implements (among other reforms) the Financial Stability Board's standards on total loss absorbing capacity.

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 and/or certain group companies could be subject to certain resolution actions in that other state.

Any resolution or 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.

Securitisation Regulations

The EU Securitisation Regulation commenced application in general (subject to certain grandfathering) from 1 January 2019 and, from 9 April 2021, the EU Securitisation Regulation applies as amended by Regulation (EU) 2021/557. However, 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. In addition, further amendments are expected to be introduced to the EU Securitisation Regulation regime as a result of its wider review on which the European Commission is expected to report in 2022. The EBA on 12 April 2022, under its amended Article 6(7) mandate, published and submitted for endorsement to the European Commission its final report on the revised draft EU Recast Risk Retention RTS. Once the draft EU Recast Risk Retention RTS are endorsed by the European Commission, such draft will be subject to scrutiny by the European Parliament and Council before the finalised text of the EU Recast Risk Retention RTS can be published in the Official Journal and enter into force on the 20th date thereafter. Therefore, it remains unclear whether some further changes will be made to the EBA Draft Recast Risk Retention RTS of April 2022 before they are finalised and enter into force (the latter is expected at some point later in Q3 or Q4 2022).

The EU 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 EU Securitisation Regulation has direct effect in member states of the EU and, once the EU Securitisation Regulation is incorporated into the EEA Agreement, it will apply more broadly in the EEA, including Iceland, Norway and Liechtenstein.

The UK Securitisation Regulation commenced application in the UK at 11 p.m. on 31 December 2020. The UK Securitisation Regulation largely mirrors (with some amendments) the EU Securitisation Regulation as it applied in the EU at the end of 2020 (meaning that the amendments that took effect in the EU from 9 April 2021 are not part of the UK regime). The UK Securitisation Regulation regime is currently subject to a review and the HM Treasury issued a report on this review in December 2021 outlining a number of areas where legislative changes may be introduced in due course. Therefore, some divergence between EU and UK regimes exists already and the risk of more divergence in the future between EU and UK regimes cannot be ruled out.

The EU Securitisation Regulation and/or the UK Securitisation Regulation requirements will apply to the Notes. As such, certain European-regulated institutional investors or UK-regulated institutional investors which include 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 of the EU Securitisation Regulation or Article 5 of the UK Securitisation Regulation (as applicable) 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 under their respective EU or UK regime certain matters with respect to compliance of the relevant transaction parties with credit granting standards, risk retention and transparency requirements. If the relevant European or UK 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 types of regulated fund investor. Aspects of the requirements of the EU Securitisation Regulation and the UK 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 EU Securitisation Regulation and any corresponding national measures which may be relevant or the UK Securitisation Regulation, as applicable.

Various parties to the securitisation transaction described in this Prospectus (including Oodle (as the originator) and the Issuer) are also subject to the requirements of the UK Securitisation Regulation. In addition, various parties to the securitisation described in this Prospectus (including Oodle (as the originator) and the Issuer) have contractually elected and agreed to comply with the requirements of the EU Securitisation Regulation relating to the risk retention, transparency and reporting. However, some uncertainty remains in relation to the interpretation of 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 the relevant regulators, including in particular with regard to the transparency obligations imposed under Article 7 of the UK Securitisation Regulation and the EU Securitisation Regulation. See section entitled "*RISK RETENTION AND SECURITISATION REGULATION REPORTING"* below. Prospective investors in the Notes are responsible for analysing their own regulatory position, and should consult their own advisers in this respect. Prospective investors are referred to the sections entitled "*CERTAIN REGULATORY REQUIREMENTS*" and "*GENERAL INFORMATION*" for further details and should note that there can be no assurance that undertakings relating to compliance with the UK Securitisation Regulation or the EU Securitisation Regulation, the information in this Prospectus or information to be made available to investors in accordance with such undertakings will be adequate for any prospective institutional investors to comply with their due diligence obligations under the EU Securitisation Regulation or the UK Securitisation Regulation.

Non-compliance with the UK Securitisation Regulation and/or the EU Securitisation Regulation could adversely affect the regulatory treatment of the Notes and the market value and/or liquidity of the Notes in the secondary market.

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

Certain risks in respect of the retention financing

On or about the Closing Date, Oodle (in its capacity as holder of the Retention) will enter into financing arrangements by way of a repo transaction (the "**Retention Financing**") in respect of the Retention Notes that it is required to acquire in order to comply with the UK Securitisation Regulation and the EU Securitisation Regulation and will transfer title to the Retention Notes in connection with the Retention Financing. The Retention Financing would be provided directly or indirectly to Oodle by the Repo Counterparty. The Retention Financing will be on full-recourse terms. 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 Oodle to provide mark-to-market margining. The scheduled term of the Retention Financing will align with the Legal Maturity Date of the Notes. Although Oodle will transfer legal and beneficial title to the Retention Notes to the Repo Counterparty as part of the Retention Financing, Oodle will retain the economic risk in the Retention Notes but not legal ownership of them.

None of the Arranger, the Joint Lead Managers, the Issuer, any Agent, the Account Bank, the Cash Manager, 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 UK Securitisation Regulation and the EU Securitisation Regulation. In particular, if either Oodle 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, Oodle 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 Oodle. In exercising its rights pursuant to the Retention Financing, the Repo Counterparty would not be required to have regard to the Retention Requirements and any such termination of the Retention Financing may therefore cause the transaction described in this Prospectus to be non-compliant with the Retention Requirements which 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 "*Certain risks in respect of the Retention Financing – Certain conflicts of interest – The Retention Financing Parties*".

Impact of UK EMIR and EU EMIR

UK EMIR and EU EMIR (each as amended from time to time) prescribe a number of regulatory requirements for counterparties to derivatives contracts including (i) a mandatory clearing obligation for certain classes of OTC derivatives contracts (the "**Clearing Obligation**"); (ii) collateral exchange, daily valuation and other risk mitigation requirements for OTC derivatives contracts not subject to clearing (the "**Risk Mitigation Requirements**"); and (iii) certain reporting requirements. In general, the application of such regulatory requirements in respect of the Swap Agreement will depend on the classification of the counterparties to such derivative transactions.

Pursuant to UK EMIR and EU EMIR, counterparties can be classified as: (i) financial counterparties ("**FCs**") (which includes a sub-category of small FCs ("**SFCs**")), and (ii) non-financial counterparties ("**NFCs**"). The category of "NFC" is further split into: (i) non-financial counterparties above the "clearing threshold" ("**NFC+s**"), and (ii) non-financial counterparties below the "clearing threshold" ("**NFC-s**"). Whereas FCs and NFC+ entities may be subject to the relevant Clearing Obligation or, to the extent that the relevant interest rate caps are not subject to clearing, to the relevant collateral exchange obligation and the relevant daily valuation obligation under the Risk Mitigation Requirements, such obligations do not apply in respect of NFC- entities.

The Issuer is currently an NFC- for the purposes of UK EMIR and a third country equivalent to an NFC- (a "**TCE NFC-**") for the purposes of EU EMIR, although a change in its position cannot be ruled out. Should the status of the Issuer change to an NFC+ or FC for the purposes of UK EMIR and/or a third country equivalent to a FC or NFC+ (a "**TCE FC**" or a "**TCE NFC+**", respectively) for the purposes of EU

EMIR, this may result in the application of the relevant Clearing Obligation or (more likely) the relevant collateral exchange obligation and relevant daily valuation obligation under the Risk Mitigation Requirements, as it seems unlikely that any of the interest rate swap agreements would be a relevant type of OTC derivative contract that would be subject to the Clearing Obligation under UK EMIR and EU EMIR to date. It should also be noted that the collateral exchange obligation should not apply in respect of the Swap Agreement where such agreement is entered into prior to the relevant application date, unless such an interest rate swap is materially amended on or after that date.

Prospective investors should note that there is some uncertainty with respect to the ability of the Issuer to comply with either the Clearing Obligation or the collateral exchange obligation were they to be applicable, which may (i) lead to regulatory sanctions, (ii) adversely affect the ability of the Issuer to continue to be party to the Swap Agreement (possibly resulting in an amendment to or termination of the Swap Transaction) or to enter into replacement swap agreements and/or (iii) significantly increase the cost of its Swap Transaction, thereby negatively affecting the ability of the Issuer to hedge certain risks. As a result, the amounts available to the Issuer to meet its obligations may be reduced, which may in turn result in investors receiving less interest or principal than expected.

Simple, transparent and standardised securitisations

The UK Securitisation Regulation makes provision for a securitisation transaction to be designated a simple, transparent and standardised transaction (a "**UK STS Securitisation**"). In order to obtain this designation, a transaction is required to comply with the requirements set out in Articles 20, 21 and 22 of the UK Securitisation Regulation (the "**UK STS Criteria**") and one of the originator or sponsor in relation to such transaction is required to file a UK STS Notification to the FCA confirming the compliance of the relevant transaction with the UK STS Criteria. No UK STS Notification will be filed in relation to the Notes as at the Closing Date and there is no intention that such a notification will be filed at any point during the life of the Notes.

The EU Securitisation Regulation makes provision for a securitisation transaction to be designated a simple, transparent and standardised transaction (an "**EU STS Securitisation**"). In order to obtain this designation, a transaction is required to comply with the requirements set out in Articles 20, 21 and 22 of the EU Securitisation Regulation (the "**EU STS Criteria**") and one of the originator or sponsor in relation to such transaction is required to file a EU STS Notification to ESMA confirming the compliance of the relevant transaction with the EU STS Criteria. No EU STS Notification will be filed in relation to the Notes as at the Closing Date and there is no intention that such a notification will be filed at any point during the life of the Notes.

Investors should consider the consequences from a regulatory perspective of the Notes not being considered a UK STS Securitisation or an EU STS Transaction, including (but not limited to) that the lack of any such designation may negatively affect the regulatory position of the Notes and, in addition, have a negative effect on the price and liquidity of the Notes in the secondary market.

U.S. Risk Retention

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 Arranger 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;[2]

(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:

(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.[3]

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 Arranger 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

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

[3] 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".

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.

None of Oodle, the Arranger, 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 and prospective investors should consult their own advisors as to the U.S. Risk Retention Rules.

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 (including monetary fines, which could be significant) against either the Originator or the Issuer which may adversely affect their ability to perform their obligations under the Transactions 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 Noteholders and Certificateholders may suffer losses as a result of a failure by the transaction to comply with risk retention requirements of the U.S. Risk Retention Rules as such failure could negatively affect the market value and secondary market liquidity of the Notes and the Residual Certificates.

9. RISKS RELATING TO THE CHARACTERISTICS OF THE NOTES

Eurosystem Eligibility

The Notes and the Residual Certificates are not currently Eurosystem eligible. However, the Class A Notes are intended to be held in a manner which would allow Eurosystem eligibility. 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 in the future will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem ("**Eurosystem eligible collateral**") at any or all times during their life. Such recognition will depend upon such 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. The Issuer gives no representation, warranty, confirmation or guarantee to any investor in the Class A Notes that the Class A Notes will at any time in the future satisfy all or any of the requirements for Eurosystem eligibility and be recognised as Eurosystem eligible collateral. Any potential investor in the Class A Notes should make their own conclusions and seek their own advice with respect to whether or not the Class A Notes constitute Eurosystem eligible collateral for the purposes of any of the central bank liquidity schemes, including whether and how such eligibility may be impacted by the UK withdrawal from the EU and the UK no longer being part of the EEA.

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 Arranger 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 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 minimum denomination of the Notes may adversely affect payments on the Notes if issued in definitive form

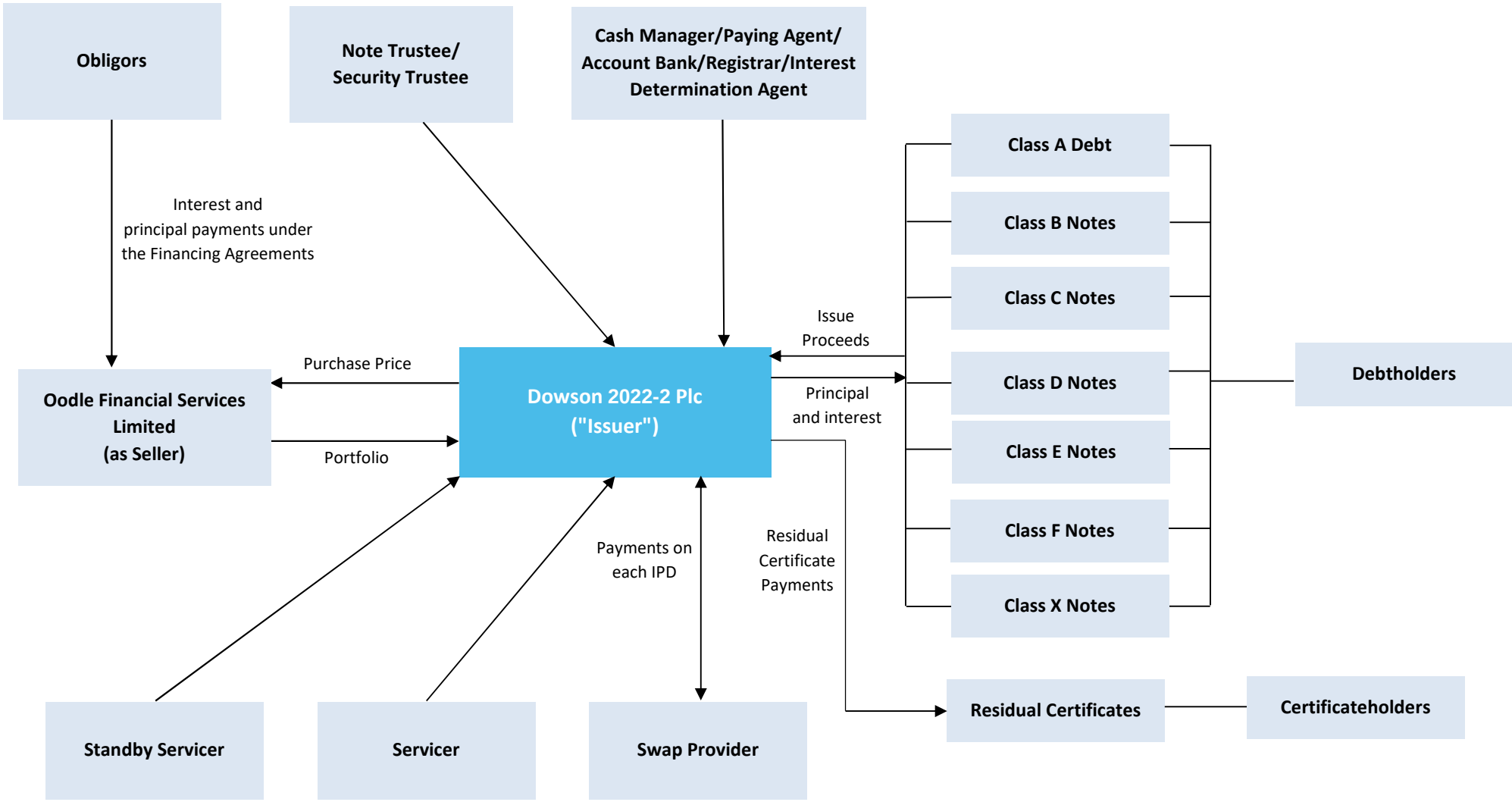
The Notes have a denomination consisting of a minimum authorised denomination of £100,000 and integral multiples of £1,000 in excess thereof. Accordingly, it is possible that the Notes may be traded in amounts in excess of the minimum authorised denomination that are not integral multiples of such denomination. In such a case, if definitive Notes are required to be issued, a Noteholder who holds a principal amount less than the minimum authorised denomination at the relevant time may not receive a definitive Note in respect of such holding and may need to purchase a principal amount of Notes such that their holding amounts to the minimum authorised denomination (or another relevant denomination amount).

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.

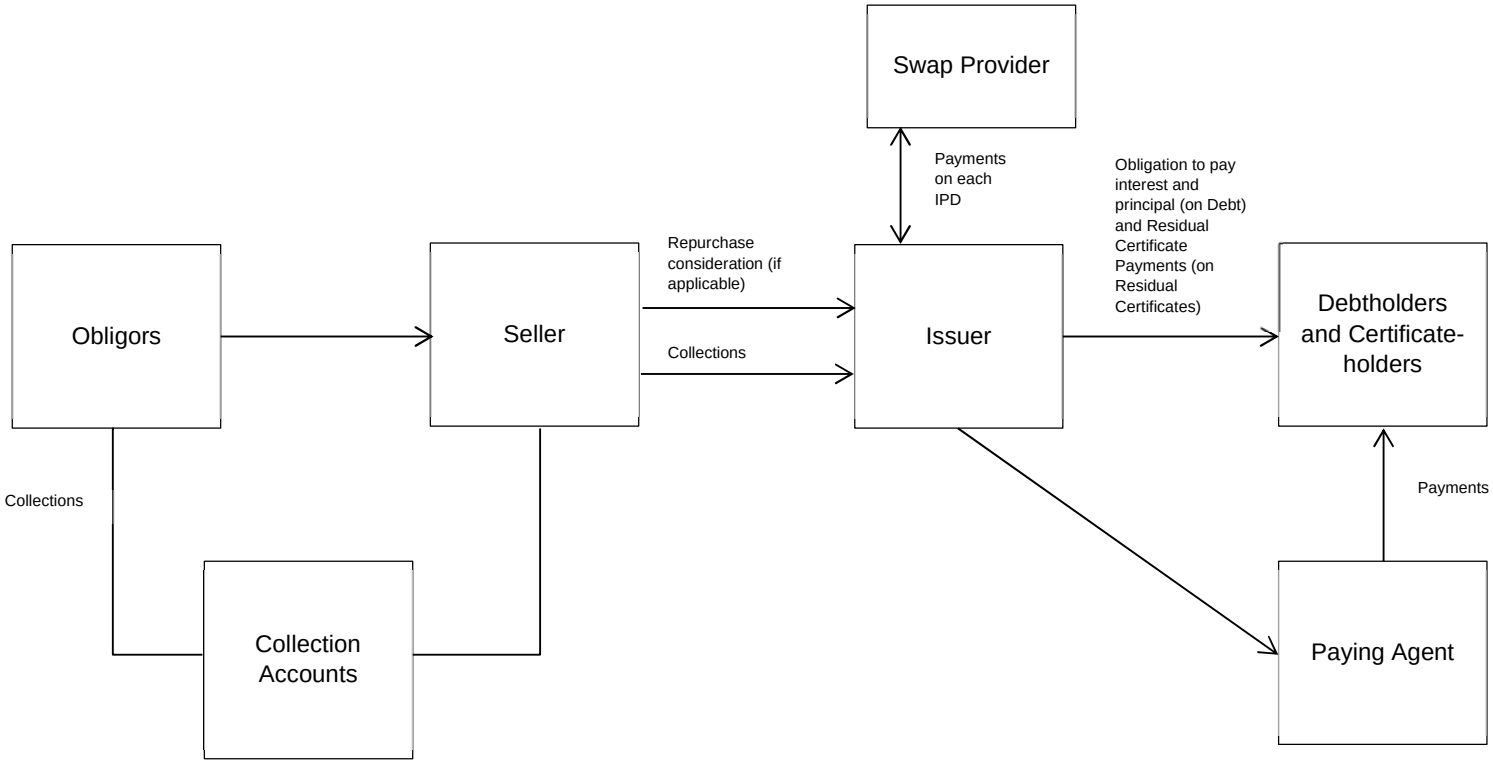
The Issuer believes that the risks described above are the principal risks for the Noteholders and the Certificateholders, but the inability of the Issuer to pay interest and principal on the Notes (or to make Residual Certificate Payments on the Residual Certificates) may occur for other reasons.

DIAGRAMMATIC OVERVIEW

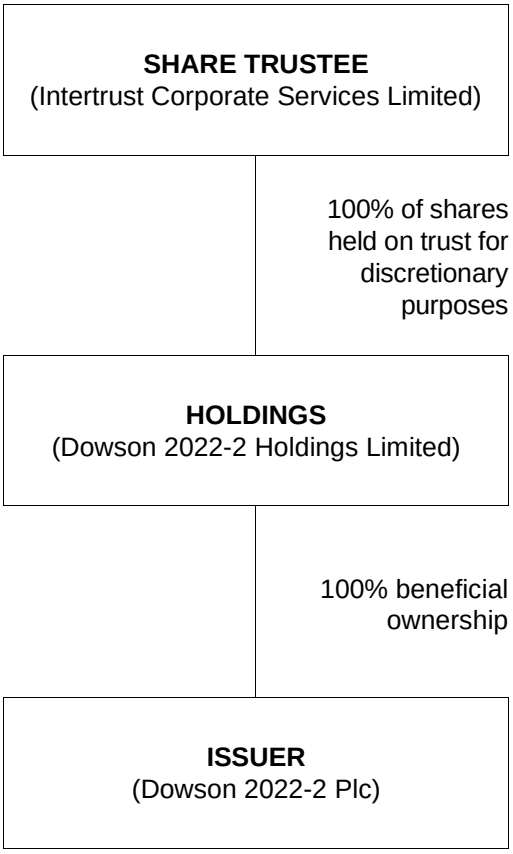
These structure diagrams of Transaction are qualified in its entirety by reference to the more detailed information appearing elsewhere in this Prospectus.



DIAGRAMMATIC OVERVIEW OF ON-GOING CASH FLOWS



DIAGRAMMATIC OVERVIEW OF THE OWNERSHIP OF THE ISSUER



TRANSACTION PARTIES ON THE CLOSING DATE

Party	**Name**	**Address**	***Document under which appointed/Further Information***
Issuer	Dowson 2022-2 Plc	1 Bartholomew Lane, London, EC2N 2AX, United Kingdom	N/A. See the section entitled "*THE ISSUER*" for further information.
Holdings	Dowson 2022-2 Holdings Limited	1 Bartholomew Lane, London, EC2N 2AX, United Kingdom	N/A. See the section entitled "*HOLDINGS*" for further information.
Seller	Oodle Financial Services Limited	1 Callaghan Square Cardiff CF10 5BT United Kingdom	N/A. See the section entitled "*THE SELLER AND THE SERVICER*" for further information.
Servicer	Oodle Financial Services Limited	1 Callaghan Square Cardiff CF10 5BT United Kingdom	Servicing Agreement by the Issuer. See the section entitled "*OVERVIEW 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, United Kingdom	Cash Management Agreement by the Issuer. See the section entitled "*OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS – Cash Management Agreement*" for further information.
Swap Provider	BNP Paribas	16 Boulevard des Italiens, 75009, Paris, France	Swap Agreement by the Issuer. See the section entitled "*OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS – Swap Agreement*" for further information.
Account Bank	Citibank, N.A., London Branch	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom	Bank Account Agreement by the Issuer. See the section entitled "*OVERVIEW OF THE PRINCIPAL TRANSACTION*

Party	Name	Address	*Document under which appointed/Further Information*
			DOCUMENTS – Bank Account Agreement" for further information.
Note Trustee	Citicorp Trustee Company Limited	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom	Trust Deed. See the section entitled "*OVERVIEW 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, United Kingdom	Deed of Charge. See the section entitled "*OVERVIEW 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, United Kingdom	Agency Agreement by the Issuer. See the section entitled "*OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS – Agency Agreement*" for further information.
Original Class A Loan Noteholder	Citibank, N.A., London Branch	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom	*Subject to credit approval*. Class A Loan Note Agreement by the Issuer. See the section entitled "*OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS – Class A Loan Note Agreement*" for further information.
Original Class A Noteholder	BNP Paribas or an Affiliate or any conduit managed or sponsored by BNP Paribas or an Affiliate thereof	16 Boulevard des Italiens, 75009, Paris, France	See the section entitled "*CONDITIONS OF THE NOTES*" for further information
Loan Note Registrar	Citibank, N.A., London Branch	Citigroup Centre, Canada Square, Canary Wharf,	Class A Loan Note Agreement by the Issuer. See the

Party	Name	Address	*Document under which appointed/Further Information*
		London E14 5LB, United Kingdom	section entitled "*OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS – Class A Loan Note Agreement*" for further information.
Loan Note Paying Agent	Citibank, N.A., London Branch	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom	Class A Loan Note Agreement by the Issuer. See the section entitled "*OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS – Class A Loan Note Agreement*" for further information.
Interest Determination Agent	Citibank, N.A., London Branch	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom	Agency Agreement by the Issuer. See the section entitled "*OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS – Agency Agreement*" for further information.
Registrar	Citibank, N.A., London Branch	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom	Agency Agreement by the Issuer. See the section entitled "*OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS – Agency Agreement*" for further information.
Corporate Services Provider	Intertrust Management Limited	1 Bartholomew Lane, London, EC2N 2AX, United Kingdom	Corporate Services Agreement by the Issuer. See the section entitled "*OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS – Corporate Services Agreement*" for further information.
Standby Servicer	Equiniti Gateway Ltd	Highdown House, Yeoman Way,	Standby Servicer Agreement by the

Party	Name	Address	*Document under which appointed/Further Information*
		Worthing, West Sussex, BN99 3HH, United Kingdom	Issuer. See the section entitled "*OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS – Standby Servicer Agreement*" for further information.
Collection Account Bank	HSBC Bank Plc	60 Queen Victoria Street, London EC4N 4TR, United Kingdom	Collection Account Declaration of Trust, as supplemented by the Supplemental Collection Account Declaration of Trust. See the section entitled "*OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS – Collection Account Declaration of Trust*" for further information.
Arranger	Citigroup Global Markets Limited	Citigroup Centre, Canada Square London E14 5LB, United Kingdom	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, United Kingdom	Subscription Agreement. See the section entitled "*SUBSCRIPTION AND SALE*" for further information.
Joint Lead Manager	BNP Paribas	16 Boulevard des Italiens, 75009, Paris, France	Subscription Agreement. See the section entitled "*SUBSCRIPTION AND SALE*" for further information.
Irish Listing Agent	Walkers Listing Services Limited	5th Floor, The Exchange George's Dock, IFSC, Dublin 1, D01 W3P9, Ireland	N/A

Party	Name	Address	*Document under which appointed/Further Information*
Clearing Systems	Clearstream, Luxembourg and Euroclear	Euroclear: 1, Boulevard du Roi Albert II 1201 Brussels, Belgium Clearstream: 42 av. J.F. Kennedy 1855 Luxembourg	N/A
Rating Agencies	Moody's and S&P		N/A

PORTFOLIO AND SERVICING

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

Sale of Portfolio

The Portfolio will consist of the Receivables and their related Ancillary Rights which will be sold by the Seller to the Issuer on the Closing Date (except with respect to the Dowson 2020-1 Receivables (and Ancillary Rights) which will be sold to the Issuer on the Dowson 2020-1 Sale Date).

The Portfolio will consist of each payment due from an Obligor under a Financing 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, each of which will be sold to the Issuer on the Closing Date (or with respect to the Dowson 2020-1 Receivables, on the Dowson 2020-1 Sale Date).

The Ancillary Rights include the right to receive the proceeds of sale of the Vehicle that is the subject of the relevant Financing 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 Financing 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 Financing Agreements are directed at retail customers that are resident in England and Wales or Scotland and each Financing Agreement is governed by English law.

Prior to the sale to the Issuer, the Receivables in the Portfolio have been held in a special purpose vehicle used for warehousing purposes by the Seller and/or in a special purpose vehicle acting as the issuer for one of Oodle's prior public securitisation transactions. The Seller will repurchase the Receivables in the Portfolio from such funding entities on or before the Closing Date (except with respect to the Dowson 2020-1 Receivables, which will be repurchased by the Seller on the Dowson 2020-1 Sale Date) and prior to sale to the Issuer.

No Financing Agreements in the Portfolio are PCP Contracts.

Certain of the Financing Agreements also include loans made to Obligors to finance Add-On Products, where the Obligor elects to take such Add-On Products and finance for them in addition to financing in relation to the Vehicle itself.

The sale of the Portfolio to the Issuer will also be subject to certain conditions as at the Closing Date (and with respect with to the Dowson 2020-1 Receivables, as at the Dowson 2020-1 Sale Date). The conditions include that:

(a) the Issuer pays the Initial 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.

Features of Purchased Receivables

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

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

Number of Underlying Agreements	33,625
Total Current Outstanding Balance (£)	298,554,070
Average Current Outstanding Principal Balance(£)	8,879
Minimum Current Outstanding Principal Balance (£)	119
Maximum Current Outstanding Principal Balance (£)	94,720
Minimum APR[1] (%)	5.00
Maximum APR[1] (%)	34.90
Weighted Average APR[1] (%)	16.78
Minimum Original Term (months)	12.00
Maximum Original Term (months)	60.00
Weighted Average Original Term (months)	57.83
Weighted Average Remaining Term (months)	48.58
Weighted Average Seasoning (months)	9.25
Weighted Average LTV (%)	97.72
Weighted Average Vehicle Age (months)	69.74
Add-on Receivables[2] (%)	0.39

[1] Effective interest rate excluding fees

[2] Takes into account only the Add-On Product principal balance component, as a percentage of the total Current Outstanding Balance

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 sum of (a) 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 payable by the Issuer on the Closing Date (or in respect of the Dowson 2020-1 Receivables, on the Dowson 2020-1 Sale Date) and (b) the Deferred Consideration payable by the Issuer on each Interest Payment Date, subject to the Priority of Payments (the Deferred Consideration is the right to receive the Residual Certificate Payments as represented by the Residual Certificates to be issued by the Issuer to the Seller free of payment on the Closing Date). Following the Closing Date, the Residual Certificates are freely transferable by the Seller.

On the Closing Date, the Issuer will credit an amount equal to approximately £58,000,000 to the Pre-Funding Reserve Ledger. The Issuer will only be entitled to apply amounts standing to the credit of the Pre-Funding Reserve Ledger to purchase the Dowson 2020-1 Receivables (and the Ancillary Rights) on the Dowson 2020-1 Sale Date as a result of the exercise of the call option in respect of the Dowson 2020-1 Receivables (the "**Dowson 2020-1 Call Option**"), notice of which was given to the relevant noteholders on or around 19 August 2022. If the purchase of the Dowson 2020-1 Receivables by the Issuer does not occur on the Dowson 2020-1 Sale Date or if there are amounts standing to the credit of the Pre-Funding Reserve Ledger after purchase of the Dowson 2020-1 Receivables, on the first Interest Payment Date the amounts

standing to the credit of the Pre-Funding Reserve Ledger at such time (the "**Pre-Funding Reserve Repayment Amount**") will be applied as Available Principal Receipts in accordance with the Pre-Acceleration Principal Priority of Payments.

See the section entitled "*OVERVIEW 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 Financing 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 (or, with respect to the Dowson 2020-1 Receivables, on the Dowson 2020-1 Sale Date) (and, for so long as the Seller is the Servicer, and in respect only of each Purchased Receivable to be varied on such date, the Seller will only represent and warrant on such date on which a Permitted Variation is agreed by the Servicer that the Variation is a Permitted Variation) 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.

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 "*OVERVIEW OF THE TRANSACTION DOCUMENTS – Receivables Sale and Purchase Agreement – Representations and warranties given by the Seller*" for further information.

Repurchase of the Purchased Receivables

To the extent that a Seller Receivables Warranty given by the Seller in respect of a Purchased Receivable proves to have been incorrect on the date on which such Seller Receivables Warranty was made (other than by reason of a related Financing Agreement being determined to be illegal, invalid, non-binding or unenforceable under the CCA or the FSMA), where such breach materially and adversely affects the interests of the Issuer in any Purchased Receivable and, if applicable, the relevant breach cannot be remedied, 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) the greater of:

(1) (a) its Initial Purchase Price less (b) 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; and

(2) the Outstanding Principal Balance of such Non-Compliant Receivable as at the Repurchase Date;

plus,

(ii) any accrued and unpaid income in respect thereof as at the Repurchase Date; and

(iii) plus where the repurchase results in a Termination Event (as such term is defined in the Swap Agreement) under the Swap Agreement, an amount equal to any termination payment payable by the Issuer to the Swap Provider in relation to such Termination Event or minus an amount equal to any termination payment payable by the Swap Provider to the Issuer in relation to such Termination Event,

(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 annual percentage rate 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 Financing 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 shall cure 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 – Risks relating to the Notes and the structure – 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 Debt pursuant to Condition 5(b) (*Optional redemption for taxation reasons*) and Clause 9.2 (*Optional redemption for taxation reasons*) of the Class A Loan Note Agreement. The price payable for such Purchased Receivables shall be equal to the Tax Redemption Repurchase Price.

Optional redemption in May 2025

The Issuer is entitled to redeem the Debt in full at the Aggregate Outstanding Principal Amount of all Debt plus accrued interest thereon and any claims of creditors of the Issuer ranking prior thereto on the Interest Payment Date falling in May 2025 or on any Interest Payment Date thereafter and the Seller is entitled to repurchase all of the Purchased Receivables on any such Interest Payment Date so fixed by the Issuer for redemption of the Debt. In exercising this redemption option the Issuer will act on the direction of Oodle. The price payable by the Issuer in respect of the exercise of its right of Optional Early Redemption shall be the Option Exercise Price, being an amount equal to the Optional Early Redemption Repurchase Price payable by the Seller in respect of the exercise of its option to repurchase all of the Purchased Receivables in connection with such redemption.

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 (prior to the delivery of an Acceleration Notice or notice that the Security Trustee has taken any action to enforce the Security) with the written consent of the Security Trustee, or the Security Trustee itself (after delivery of an Acceleration Notice or notice that the Security Trustee has taken any action to enforce the Security) will have the right to remove Oodle 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 (in its capacity as Servicer) 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 Purchased Receivables 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 (in its capacity as 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.

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 "*OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS – Servicing Agreement*".

OVERVIEW OF THE CONDITIONS OF THE DEBT 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 A Loan Note**	**Class B Notes**	**Class C Notes**	**Class D Notes**	**Class E Notes**	**Class F Notes**	**Class X Notes**	**Residual Certificates**
Currency	GBP	GBP	GBP	GBP	GBP	GBP	GBP	GBP	GBP
Initial Outstanding Principal Amount	98,753,000	89,347,000	35,800,000	26,900,000	14,900,000	17,900,000	14,900,000	13,800,000	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	Moody's and S&P	N/A
Anticipated ratings	Aaa(sf) by Moody's AAA(sf) by S&P	Aaa(sf) by Moody's AAA(sf) by S&P	Aa1(sf) by Moody's AA(sf) by S&P	A2(sf) by Moody's A(sf) by S&P	Baa3(sf) by Moody's BBB+(sf) by S&P	Ba3(sf) by Moody's BB(sf) by S&P	Caa3(sf) by Moody's B-(sf) by S&P	B1(sf) by Moody's CCC(sf) by S&P	N/A
Credit Enhancement	Payments of principal made senior to payments of principal on the other Collateralised Debt, any excess	Payments of principal made senior to payments of principal on the other Collateralised Debt, any excess	Payments of principal made senior to payments of principal on the other Collateralised Debt (except the Class A	Payments of principal made senior to payments of principal on the other Collateralised Debt (except the Class A	Payments of principal made senior to payments of principal on the other Collateralised Debt (except the Class A	Payments of principal made senior to payments of principal on the other Collateralised Debt (except the Class A Notes, the	Any excess spread applied through the Principal Deficiency Ledger (excluding the Principal	Any excess spread and, following service of an Acceleration Notice, the Reserve Fund (to the extent available)	N/A

	Class A Notes	Class A Loan Note	Class B Notes	Class C Notes	Class D Notes	Class E Notes	Class F Notes	Class X Notes	Residual Certificates
	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 relevant Final Class Interest Payment Date in respect of each Class (up to the balance of the sub-ledger of the	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 relevant Final Class Interest Payment Date in respect of each Class (up to the balance of the sub-ledger of the	Notes and the Class A Loan Note), 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 Revenue Receipts, (ii) on the relevant Final Class Interest Payment Date in	Notes, the Class A Loan Note 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 the Reserve Fund Excess Amount made available in	Notes, the Class A Loan Note, 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-ledger (Class C)) including from the Reserve Fund (i) as applicable from the Reserve Fund Excess	Class A Loan Note, 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), Principal Deficiency Sub-ledger (Class C) and Principal Deficiency Sub-ledger (Class D)) including from the Reserve	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 Reserve Fund (i) as applicable from the Reserve Fund Excess Amount made available in the Available Revenue Receipts, (ii) on the relevant	and subordination of the Class F Notes	

	Class A Notes	Class A Loan Note	Class B Notes	Class C Notes	Class D Notes	Class E Notes	Class F Notes	Class X Notes	Residual Certificates
	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 an Acceleration Notice	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 an Acceleration Notice	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 an Acceleration Notice	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 an Acceleration Notice	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 an Acceleration Notice	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	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 an Acceleration Notice		

	Class A Notes	**Class A Loan Note**	**Class B Notes**	**Class C Notes**	**Class D Notes**	**Class E Notes**	**Class F Notes**	**Class X Notes**	**Residual Certificates**
						zero and (iii) following service of an Acceleration Notice			
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 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 Residual Certificates	N/A

	Class A Notes	**Class A Loan Note**	**Class B Notes**	**Class C Notes**	**Class D Notes**	**Class E Notes**	**Class F Notes**	**Class X Notes**	**Residual Certificates**
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	1.40%	1.40%	2.70%	3.70%	5.25%	8.00%	12.00%	9.00%	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.								N/A
Interest Payment Dates	Interest will be payable monthly in arrear (or such shorter 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 Modified Following Business Day Convention.								
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
First Interest Payment Date	20 October 2022	20 October 2022	20 October 2022	20 October 2022	20 October 2022	20 October 2022	20 October 2022	20 October 2022	20 October 2022
First Interest Period	The period commencing on (and including) the Closing Date and ending on (but excluding) the first Interest Payment Date falling on 20 October 2022.								N/A
Pre-Acceleration Principal	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 X Notes are redeemed by	N/A

	Class A Notes	Class A Loan Note	Class B Notes	Class C Notes	Class D Notes	Class E Notes	Class F Notes	Class X Notes	Residual Certificates
Priority of Payments								sequential pass through redemption in accordance with the Pre-Acceleration Revenue Priority of Payments only. Please refer to Condition 2 (*Status and Security*)	
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 (l)). 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

	Class A Notes	**Class A Loan Note**	**Class B Notes**	**Class C Notes**	**Class D Notes**	**Class E Notes**	**Class F Notes**	**Class X Notes**	**Residual Certificates**
Other Early Redemption in full Events	Tax Event (see Condition 5(b) (*Optional redemption for taxation reasons*) and Clause 9.2 (*Optional redemption for taxation reasons*) of the Class A Loan Note Agreement), Optional Early Redemption (see Condition 5(e) (*Optional Early Redemption*) and Clause 9.5 (*Optional Early Redemption*) of the Class A Loan Note Agreement)								N/A
Final Redemption Date/ Legal Maturity Date	Interest Payment Date falling in August 2029, subject to the Modified Following Business Day Convention	Interest Payment Date falling in August 2029, subject to the Modified Following Business Day Convention	Interest Payment Date falling in August 2029, subject to the Modified Following Business Day Convention	Interest Payment Date falling in August 2029, subject to the Modified Following Business Day Convention	Interest Payment Date falling in August 2029, subject to the Modified Following Business Day Convention	Interest Payment Date falling in August 2029, subject to the Modified Following Business Day Convention	Interest Payment Date falling in August 2029, subject to the Modified Following Business Day Convention	Interest Payment Date falling in August 2029, subject to the Modified Following Business Day Convention	N/A
Form	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered
Application for Listing	Euronext Dublin	N/A	Euronext Dublin	Euronext Dublin	Euronext Dublin	Euronext Dublin	Euronext Dublin	Euronext Dublin	N/A
ISIN	XS2521036512	N/A	XS2521036603	XS2521036785	XS2521036868	XS2521037080	XS2521037247	XS2521037593	XS2521037759
Common Code	252103651	N/A	252103660	252103678	252103686	252103708	252103724	252103759	252103775
Clearance/Settlement	Clearstream, Luxembourg and Euroclear The Class A Notes will be issued under the NSS	N/A	Clearstream, Luxembourg and Euroclear The Class B Global Notes will be held by a	Clearstream, Luxembourg and Euroclear The Class C Global Notes will	Clearstream, Luxembourg and Euroclear The Class D Global Notes will be held by a	Clearstream, Luxembourg and Euroclear The Class E Global Notes will be held by a	Clearstream, Luxembourg and Euroclear The Class F Global Notes will be held by a	Clearstream, Luxembourg and Euroclear The Class X Global Notes will be held by a	Clearstream, Luxembourg and Euroclear The Global Residual Certificate

	Class A Notes	**Class A Loan Note**	**Class B Notes**	**Class C Notes**	**Class D Notes**	**Class E Notes**	**Class F Notes**	**Class X Notes**	**Residual Certificates**
			Common Depositary for Clearstream, Luxembourg and Euroclear	be held by a Common Depositary for Clearstream, Luxembourg and Euroclear	Common Depositary for Clearstream, Luxembourg and Euroclear	Common Depositary for Clearstream, Luxembourg and Euroclear	Common Depositary for Clearstream, Luxembourg and Euroclear	Common Depositary for Clearstream, Luxembourg and Euroclear	will be held by a Common Depositary for Clearstream, Luxembourg and Euroclear
Regulation	Reg S	N/A	Reg S	Reg S	Reg S	Reg S	Reg S	Reg S	Reg S
Minimum Denomination	£100,000	N/A	£100,000	£100,000	£100,000	£100,000	£100,000	£100,000	N/A
Retained Amount	5% of the Class A Debt purchased by Oodle	N/A	5% purchased by Oodle	5% purchased by Oodle	5% purchased by Oodle	5% purchased by Oodle	5% purchased by Oodle	N/A	N/A
Significant Initial Purchaser	Original Class A Noteholder	Original Class A Loan Noteholder	N/A	N/A	N/A	N/A	N/A	N/A	100% acquired by Oodle

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. The Class A Notes and the Class A Loan Note 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 and the Class A Loan Note 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 and payments of principal on the Class F Notes will (due to the operation of the Principal Deficiency Ledger), prior to service of an Acceleration Notice, rank in priority to payments of interest and principal on the Class X Notes using Available Revenue Receipts, and payments of principal on the Class X Notes using Available Revenue Receipts 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 and the Class A Loan Note 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 prior to service of an Acceleration Notice rank in priority to payments of interest (and principal) on the Class X Notes, payments of interest (and principal) on the Class X 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 Debt

Prior to the service of an Acceleration Notice, payments of principal and interest on the Collateralised Debt will be made in accordance with the Pre-Acceleration Principal Priority of Payments and the Pre-Acceleration Revenue Priority of Payments, respectively. Following the service of an 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 an 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 an Acceleration Notice, payments on the Residual Certificates shall only be made from Available Revenue Receipts.

	Following the service of an 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. The Residual Certificates represent an entitlement to any excess amounts available after satisfaction by the Issuer of all other amounts payable on an Interest Payment Date in accordance with the applicable Priorities of Payments (being, prior to the delivery of an Acceleration Notice, the Pre-Acceleration Revenue Priority of Payments).
Security	The Debt 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 interest in the Vehicle Sale Proceeds Floating Charge. Some of the other Secured Obligations rank senior to the Issuer's obligations under the Debt and the Residual Certificates in respect of the allocation of proceeds as set out in the relevant Priority of Payments.
Vehicle Sale Proceeds Floating Charge	In respect of the Financing Agreements relating to Vehicles located in Scotland, to mitigate the risk where a Scottish Obligor exercises its right of voluntary termination or such Vehicle is repossessed, the Seller will grant a floating charge (the "**Vehicle Sale Proceeds Floating Charge**") to be governed by Scottish law in favour of the Issuer in respect of the proceeds of sale of any Vehicle located in Scotland returned to the Seller or repossessed by the Seller and subsequently sold.
Use of proceeds of the Collateralised Debt	The 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**") and the Class A Loan Note (together with the Collateralised Notes, the "**Collateralised Debt**") will be used by the Issuer to: (a) fund the Principal Element Purchase Price; and (b) credit the Pre-Funding Reserve Ledger with an amount to be used to pay the Initial Purchase Price in respect of the Dowson 2020-1 Receivables on or about the Dowson 2020-1 Sale Date.
Use of proceeds of the Class X Notes	The proceeds of issue of the Class X Notes will be used by the Issuer to: (a) fund the Premium Element Purchase Price in respect of the Portfolio to be acquired from the Seller on the Closing Date; (b) fund an amount equal to the Swap Premium payable under the Swap Agreement; and (c) establish the Reserve Fund through the retention of the Reserve Fund Required Amount.
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 Debt will not be deferred. Interest due and payable on the Notes (other than interest due in respect of the Most Senior Class of Debt) may be

deferred in accordance with Condition 6 (*Deferral of interest and subordination*) on any Interest Payment Date (other than the final Interest Payment Date or any earlier date of redemption of such Class of Debt 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 Debt or the Residual Certificates on account of taxes.

Redemption

All Classes of Debt 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*) and in Clause 9.1 (*Final redemption*) of the Class A Loan Note Agreement;
- in the case of the Collateralised Debt, 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*) and in Clause 9.3 (*Mandatory early redemption in part*) of the Class A Loan Note Agreement;
- in the case of the Class X 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) (*Optional redemption for taxation reasons*) and in Clause 9.2 (*Optional redemption for taxation reasons*) of the Class A Loan Note Agreement;
- optional redemption in whole exercisable by the Issuer (acting on the directions of Oodle) on the Interest Payment Date falling in May 2025 or on any Interest Payment Date thereafter, as fully set out in Condition 5(e) (*Optional Early Redemption*) and in Clause 9.5 (*Optional Early Redemption*) of the Class A Loan Note Agreement; 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*) and in Clause 9.4 (*Clean-Up Call*) of the Class A Loan Note Agreement.

Any Debt redeemed pursuant to the above redemption provisions will be redeemed at an amount equal to the Aggregate Outstanding Principal Amount of the relevant Note together with accrued (and unpaid) interest on the Aggregate Outstanding Principal Amount up to (but excluding) the date of redemption.

Event of Default

As fully set out in Condition 10 (*Events of Default*), and in Clause 17 (*Events of Default*) of the Class A Loan Note Agreement and the Residual Certificate Condition 8 (*Events of Default)*, which comprises (where relevant, subject to the applicable grace period):

- an Insolvency Event occurs in respect of the Issuer;
- a default occurs in the payment of interest on any Interest Payment Date in respect of the Most Senior Class of Debt or, where there is no Debt outstanding, 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 Debt 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 (only if the Note Trustee has certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Most Senior Class of Debt); 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 (1) at its absolute discretion may, and (2) if so directed (i) in writing by the holders of at least 25% in aggregate Outstanding Principal Amount of the Most Senior Class of Debt or (ii) if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Debt at the relevant date (in each case, where the Most Senior Class of Debt includes the Class A Loan Note, the Loan Note Paying Agent will notify the Note Trustee of the Principal Amount Outstanding of the Class A Loan Note in respect of which the Class A Loan Noteholders are providing their direction upon which the Note Trustee may rely absolutely without further enquiry or Liability); or, where there is no Debt outstanding, 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 an Acceleration Notice to the Issuer, the Security Trustee, the Account Bank, the Cash Manager and the Paying Agent declaring the Debt and any Residual Certificate Payments pursuant to the Residual Certificates due and payable and such Debt and any such Residual Certificate Payments will accordingly become immediately due and payable, without further action or formality, at its Outstanding Principal Amount together with accrued interest (in the case of the Notes).

Upon any Acceleration Notice being given by the Note Trustee in accordance with the terms of Condition 10 (*Events of Default*), Clause 17 (*Events of Default*) of the Class A Loan Note Agreement or Residual Certificate Condition 8 (*Events of Default*), notice to that effect will be given by the Note Trustee to all Debtholders in accordance with Condition 15 (*Notices*) and the Class A Loan Note Agreement or to all Certificateholders in accordance with Residual Certificate Condition 13 *(Notices)*.

Following the delivery of an 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 and the Class A Loan Note 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 Condition 5(g) (*Limited recourse*).

Non petition

The Debtholders 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 "DESCRIPTION OF THE NOTES" 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

Prior to the occurrence of 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 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.

Prior to the occurrence of an Event of Default, 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:

(a) one or more Debtholders may, if they hold at least 25% in aggregate Outstanding Principal Amount of the Most Senior Class of Debt or acting by an Extraordinary Resolution of the Most Senior Class of Debt (in each case, where the Most Senior Class of Debt includes the Class A Loan Note, the Loan Note Paying Agent will notify the Note Trustee of the Principal Amount Outstanding of the Class A Loan Note in respect of which the Class A Loan Noteholders are providing their direction upon which the Note Trustee may rely absolutely without further enquiry or Liability); or

(b) where there is no Debt outstanding, 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 an Acceleration Notice to the Issuer, the Security Trustee, the Account Bank, the Cash Manager and the Paying Agent notifying the Issuer that the Class A Loan Note and all Classes of the Notes are immediately due and repayable at their respective Outstanding 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 Debtholders, if it is of the opinion that such determination will not be materially prejudicial to the interests of the Most Senior Class of Debt, 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 Debtholders of the Most Senior Class of Debt or by a direction under Condition 10 (*Events of Default*) or Clause 17 (*Events of Default*) of the Class A Loan Note Agreement.

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 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 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 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 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).

	For the avoidance of doubt, the Class A Loan Noteholders will not be required to convene meetings or form or count in a quorum at any meeting of Noteholders.
Class A Quorum Failure Resolution:	If a meeting of Class A Noteholders is adjourned for lack of quorum and subsequently the quorum requirements for such adjourned meeting are also not met, any resolution to be tabled at such meeting will be deemed to be a "**Class A Quorum Failure Resolution**" and may be passed as a Class of Debt Resolution in respect of the Class A Debt by the Loan Note Paying Agent (on the instruction of the Class A Loan Noteholders pursuant to the terms of the Class A Loan Note Agreement) providing consent to the Note Trustee on behalf of the Class A Loan Noteholders without the consent of the Class A Noteholders.
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 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 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).
Loan Note Agent notification also required	Any resolution passed by Noteholders in respect of which the Class A Noteholders are entitled to vote shall be deemed to have not passed unless such resolution is also authorised by the Loan Note Paying Agent on behalf of the Class A Loan

Noteholders pursuant to the terms of the Class A Loan Note Agreement.

If a meeting of Class A Noteholders is adjourned for lack of quorum and subsequently the quorum requirements for such adjourned meeting are also not met, any resolution to be tabled at such meeting will be deemed to be a Class A Quorum Failure Resolution and may be passed as a Class of Debt Resolution by the Loan Note Paying Agent providing consent to the Note Trustee on behalf of the Class A Loan Noteholders (pursuant to the terms of the Class A Loan Note Agreement) without the consent of the Class A Noteholders.

In each case, the Loan Note Paying Agent will act on the instruction of the Class A Loan Noteholders pursuant to the terms of the Class A Loan Note Agreement. The Class A Loan Note Agreement provides that the Loan Note Paying Agent will provide a notification of consent to (i) an Ordinary Resolution if instructed to do so by Class A Loan Noteholders comprising at least 50% of the aggregate Principal Amount Outstanding of the Class A Loan Note and (ii) an Extraordinary Resolution if instructed to do so by Class A Loan Noteholders comprising at least 75% of the aggregate Principal Amount Outstanding of the Class A Loan Note.

Place — All meetings of Noteholders and Certificateholders shall be held in the UK or by way of conference call, including by use of video conference platform, as applicable.

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, the Class A Loan 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, the Class A Loan Note Agreement and the Residual Certificate Conditions provide that the consent of the Noteholders, the Class A Loan Noteholder and the Certificateholders, as applicable, 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 Debtholders, 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 Swap Provider to comply with any obligation which applies to it under EU EMIR and/or UK EMIR;

(c) complying with any changes in the requirements of (i) Article 6 of the UK Securitisation Regulation or Article 6 of the EU 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 additional regulatory technical standards in relation to the UK Securitisation Regulation or the EU Securitisation Regulation (including the applicable reporting requirements thereunder), (ii) Regulation (EU) 2017/2401 (which amends Regulation (EU) No 575/2013 on prudential requirements for credit institutions and investment firms) and/or the UK CRR or (iii) 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 Tax Authority in relation thereto);

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

(g) opening additional accounts with an additional account bank or moving 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 (including, but not limited to, transparency and/or investor due diligence) of and/or enabling the Issuer or the Seller to comply with an obligation in respect of the direct application of the requirements of the UK Securitisation Regulation and/or the indirect application of the EU Securitisation Regulation, together with any relevant laws, regulations, technical standards, rules, other implementing legislation, official guidance or policy statements, in each case as amended, varied or substituted from time to time after the Closing Date (including but not limited to: (a) the appointment of a third party to assist with the Issuer's reporting obligations pursuant to the UK Securitisation Regulation and/or in relation to the indirect application of the EU Securitisation Regulation; and (b) any required appointment of a securitisation repository);

(j) complying with any changes in the requirements of the UK CRA Regulation or the EU CRA Regulation; and

(k) changing the benchmark rate on the Debt 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 Debt or other such consequential amendments) or where the Issuer and the Swap Provider agree to apply an alternative fallback (and make alternative adjustments, amendments and payments) in respect of the transaction under the Swap 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 Debtholders 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) Debtholders holding or representing at least 10% of the Outstanding Principal Amount of the Most Senior Class of Debt (in the case of the Class A Debt, this being the aggregate Principal Amount Outstanding of the Class A Loan Note and the Class A Notes taken together) outstanding (or, if there is no Debt outstanding, 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 Debtholders (or Certificateholders, as the case may be) do not consent to the proposed modification. If Debtholders representing at least 10% of the Outstanding Principal Amount of the Most Senior Class of Debt outstanding (or, when there is no Debt outstanding, 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 Debtholders of the Most Senior Class of Debt 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 Debt; 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 Debtholders

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 Ordinary Resolution or an Extraordinary Resolution of Debtholders of the Most Senior Class of Debt 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 Debt 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 Debt and more junior classes of Debtholders or the Certificateholders, the Note Trustee will only take into consideration the interests of the Most Senior Class of Debt.

For more details on the priority applicable to the payment of interest and principal of each Class of Debt, 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 Debt 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 Debtholders and other Secured Creditors

Payments of interest and principal to Debtholders 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 Debtholders and not to the other secured creditors for so long as the Debt is outstanding and will only have regard to the Certificateholders and not to the other secured creditors once the Debt has been redeemed in full.

Provision of Information to the Debtholders and the Certificateholders

For so long as the Debt is 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 Swap Provider, the Noteholders, the Class A Loan Noteholders, the Certificateholders and the Rating Agencies by publishing the report on the Structured Finance website https://sf.citidirect.com/stfin/index.html 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 Debt is 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 Swap Provider, the Noteholders, the Class A Loan Noteholders, the Certificateholders and the Rating Agencies by publishing the report on the Structured Finance website https://sf.citidirect.com/stfin/index.html 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 UK Securitisation Regulation pursuant to Article 7(2) of the UK Securitisation Regulation and will either fulfil such requirements itself or shall procure that such requirements are complied with on its behalf.

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

(i) preparation of a quarterly 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 EU Securitisation Regulation and the EU Article 7 Technical Standards (the "**EU Quarterly Servicer Data Tape**") and (save to the extent that the Issuer is permitted by the FCA to provide only an EU Quarterly Servicer Data Tape) as required by and in accordance with Article 7(1)(a) of the UK Securitisation Regulation and the UK Article 7 Technical Standards (the "**UK Quarterly Servicer Data Tape**");

(ii) preparation of an investor report on a quarterly basis as required by and in accordance with Article 7(1)(e) of the EU Securitisation Regulation (the "**EU Quarterly Investor Report**") and (save to the extent that the Issuer is permitted by the FCA to provide only an EU Quarterly Investor Report) an investor report on a quarterly basis as required by and in accordance with Article 7(1)(e) of the UK Securitisation Regulation (the "**UK Quarterly Investor Report**"); and

(iii) preparation of an inside information or significant event information report as required by and in accordance with Article 7(1)(f) and/or Article 7(1)(g) (as applicable) of the EU Securitisation Regulation and the EU Article 7 Technical Standards (the "**EU SR Inside Information and Significant Event Report**") and (save to the extent that the Issuer is permitted by the FCA to provide only an EU SR Inside Information and Significant Event Report) an inside information or significant event information report as required by and in accordance with Article 7(1)(f) and/or Article 7(1)(g) (as applicable) of the UK Securitisation Regulation and the UK Article 7 Technical Standards (the "**UK SR Inside Information and Significant Event Report**").

The Issuer will procure that the Servicer will make the information set out in paragraph (i) above available no later than 5 p.m. on the Interest Payment Date in each Quarterly Reporting Month, and the information set out in paragraph (iii) above available without delay, in each case, to (a) the Issuer, the Seller and the Swap Provider; and (b) the Noteholders, the Class A Loan 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 EuroABS for EuroABS to procure the publication of such information on the Reporting Website.

The Issuer will procure that the Cash Manager shall make the EU Quarterly Investor Report and any UK Quarterly Investor Report available to the Noteholders, the Class A Loan Noteholders, the Certificateholders, the competent authorities and, upon request, to potential noteholders and potential certificateholders by emailing such information to EuroABS for EuroABS to procure the publication of such information on the Reporting Website on the Interest Payment Date in each Quarterly Reporting Month. As at the Closing Date, the Issuer does not intend to make any information available on any securitisation repository.

Notwithstanding the undertakings above, with respect to any reporting requirements pursuant to Article 7 of the EU Securitisation Regulation (the "**EU Reporting Requirements**"), such obligations of the Issuer shall apply only (i) until such time as the Seller certifies to the Issuer that a competent EU authority has confirmed that the satisfaction of the

relevant reporting requirements under the UK Securitisation Regulation (the "**UK Reporting Requirements**") will also satisfy the EU Reporting Requirements due to the application of an equivalency regime or similar analogous concept and (ii) to the extent that, after the Closing Date, there is any divergence between the UK Reporting Requirements and the EU Reporting Requirements, on a best efforts basis.

"**EU Article 7 ITS**" means the Commission Implementing Regulation (EU) 2020/1225 (the 2020/1225 ITS) including any relevant guidance and policy statements relating to the application of the 2020/1225 ITS published by the EBA, the ESMA, the EIOPA (or their successor) or by the European Commission;

"**EU Article 7 RTS**" means the Commission Delegated Regulation (EU) 2020/1224 (the 2020/1224 RTS) including any relevant guidance and policy statements relating to the application of the 2020/1224 RTS published by the EBA, the ESMA, the EIOPA (or their successor) or by the European Commission;

"**EU Article 7 Technical Standards**" means the EU Article 7 RTS and the EU Article 7 ITS;

"**UK Article 7 ITS**" means the EU Article 7 ITS as it forms part of UK domestic law by virtue of the EUWA and any relevant laws, instruments, regulations, rules, guidance, policy statements, transitional relief or other implementing measures of the FCA, the Bank of England, the PRA, the Pensions Regulator or other relevant UK regulator (or their successor) in relation thereto;

"**UK Article 7 RTS**" means the EU Article 7 RTS as it forms part of UK domestic law by virtue of the EUWA and any relevant laws, instruments, regulations, rules, guidance, policy statements, transitional relief or other implementing measures of the FCA, the Bank of England, the PRA, the Pensions Regulator or other relevant UK regulator (or their successor) in relation thereto; and

"**UK Article 7 Technical Standards**" means the UK Article 7 RTS and the UK Article 7 ITS.

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 CASHFLOWS

Please refer to sections, "OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS", "OVERVIEW OF THE CONDITIONS OF THE DEBT 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 Debt 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 the 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), (j), (m), (p), (s) and (v) 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; (e) on a Repurchase Date on which the Clean-Up Call is exercised or on an Interest Payment Date on which Optional Early Redemption is exercised, all amounts relating to the Calculation Period in which the Clean-Up Call or Optional Early Redemption 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 or the date on which Optional Early Redemption is exercised (as applicable); (f) (if relevant, and on the first Interest Payment Date only) the Pre-Funding Reserve Repayment Amount; and (g) (on the first Interest Payment Date only) the amount paid into the Transaction Account on the Closing Date from the excess, if any, of the proceeds of the Collateralised Notes over the Aggregate Outstanding Principal Balance of the Portfolio (excluding any amounts representing Pre-Funding Reserve Repayment Amount, if any),

	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 the 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 Swap Collateral Account); (c) amounts received by the Issuer under the Swap Agreement (other than any (1) Swap Termination Payment due to the Issuer (save to the extent such Swap Termination Payment is in excess of any Replacement Swap Premium due to a replacement swap provider), (2) Swap Collateral, (3) Swap Tax Credits or (4) Excess Swap 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 (c), (d)(i), (e), (f), (h), (k), (n), (q) and (t) 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 and 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

<table>
<tr><td></td><td colspan="3">identified by the Servicer and communicated to the Cash Manager accordance with the Servicing Agreement.</td></tr>
<tr><td>Summary of Priority of Payments</td><td colspan="3">Below is a summary of the relevant payment priorities. Full details of the payment priorities are set out in Condition 2 (Status and Security).

<table>
<tr><th>Pre-Acceleration Revenue Priority of Payments</th><th>Pre-Acceleration Principal Priority of Payments</th><th>Post-Acceleration Priority of Payments</th></tr>
<tr><td>On each Interest Payment Date falling prior to the service of an 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):</td><td>On each Interest Payment Date falling prior to the service of an 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):</td><td>The Security Trustee will apply amounts (other than amounts representing (i) any Excess Swap Collateral which shall be returned directly to the Swap Provider (and for the avoidance of doubt, such payment shall be without regard to the relevant Priority of Payments) and (ii) in respect of the Swap Provider, prior to the designation of an early termination date under the Swap Agreement and the resulting application of the collateral by way of netting or set-off, an amount equal to the value of all Swap Collateral (other than Excess Swap Collateral) (and any interest or distributions in respect thereof)) received or recovered following service of an Acceleration Notice 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):</td></tr>
<tr><td>(a) first, for the Issuer to retain as profit the</td><td>(a) first, pro rata and pari passu, to pay the</td><td>(a) first, pro rata and pari passu, to pay all</td></tr>
</table></td></tr>
</table>

	Issuer Profit Amount on the Issuer Profit Ledger from which the Issuer will discharge its corporate income or corporation tax liability (if any);	Class A Noteholders and the Class A Loan Noteholders in accordance with the respective amounts thereof, principal on the Class A Notes and the Class A Loan Note;	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 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 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);
	(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);	(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, to pay all amounts (if any) due and payable to the Swap Provider under the Swap Agreement (including termination payments but excluding any Swap Subordinated Amounts);

		(ii) any amount due from the Issuer to EuroABS Limited 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; and (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);		
(d) then, to pay: (i) all amounts (if any) due and payable to the Swap Provider under the Swap Agreement (excluding termination payments and any Swap Subordinated Amounts); and (ii) all amounts (if any) due and payable to the Swap Provider under the Swap Agreement which represent termination payments (excluding any Swap Subordinated Amounts);	(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 A Noteholders and the Class A Loan Noteholders amounts in respect of interest and principal due and payable on the Class A Notes and the Class A Loan Note until the Class A Notes and the Class A Loan Note is redeemed in full;
(e) then, *pro rata* and *pari passu*, to pay the Class A Noteholders and the Class A Loan Noteholders any due and payable Class A Interest Amount on the Class A Notes and the Class A Loan Note and, in respect of any previous Calculation Periods, any interest overdue on the Class A Notes and the Class A Loan Note on that Interest Payment Date;	(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 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;
(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	(f) then, *pro rata* and *pari passu*, to pay the Class F Noteholders, in accordance with the respective amounts thereof,	(f) 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

	amounts remaining for application under this item (f));	principal on the Class F Notes; and	Notes are redeemed in full;
	(g) 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 (g));	(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 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;
	(h) 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, in respect of any previous Calculation Periods, any Class B Interest Shortfall;		(h) 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;
	(i) 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 (i));		(i) then, *pro rata* and *pari passu*, to pay the Class X Noteholders amounts in respect of interest and principal due and payable on the Class X Notes until the Class X Notes are redeemed in full;
	(j) then, an amount sufficient to eliminate any debit on the		(j) then, *pro rata* and *pari passu*, to pay the Class F Noteholders

	Principal Deficiency Sub-ledger (Class B) (or, if there are insufficient amounts available to do so, all amounts remaining for application under this item (j));		amounts in respect of interest and principal due and payable on the Class F Notes until the Class F Notes are redeemed in full;
	(k) 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, in respect of any previous Calculation Periods, any Class C Interest Shortfall;		(k) then, to pay any Swap Subordinated Amounts due and payable to the Swap Provider;
	(l) 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 (l));		(l) 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
	(m) 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 (m));		(m) then, *pro rata* and *pari passu*, to pay all remaining amounts to the Certificateholders as the Residual Certificate Payments.
	(n) 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, in respect of any previous Calculation Periods, any Class D Interest Shortfall;		
	(o) 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 (o));		
	(p) 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 (p));		
	(q) 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, in respect of any previous Calculation Periods, any Class E Interest Shortfall;		
	(r) 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 (r));		
	(s) 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 (s));		
	(t) 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, in respect of any previous Calculation Periods, any Class F Interest Shortfall;		
	(u) 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 (u));		

	(v) 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 (v));		
	(w) then, *pro rata* and *pari passu*, to pay the Class X Noteholders any due and payable Class X Interest Amount on the Class X Notes and, in respect of any previous Calculation Periods, any Class X Interest Shortfall;		
	(x) then, *pro rata* and *pari passu*, to pay the Class X Noteholders, in accordance with the respective amounts thereof, principal on the Class X Notes;		
	(y) then, to pay any Swap Subordinated Amounts due and payable to the Swap Provider;		
	(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.		

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) GBP 3,925,500 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 the Class A Loan Note, amounts referred to in items (a) to (c) (inclusive) and (d)(i) of the Pre-Acceleration Revenue Priority of Payments and amounts referred to in item (f) 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 amounts referred to in items (a) to (c) (inclusive) and (d)(i) 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 amounts referred to in items (a) to (c) (inclusive) and (d)(i) 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 amounts referred to in items (a) to (c) (inclusive) and (d)(i) 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 amounts referred to in items (a) to (c) (inclusive) and (d)(i) 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 amounts referred to in items (a) to (c) (inclusive) and (d)(i) 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 or Optional Early Redemption 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 or Optional Early Redemption 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 of 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 swap*** • Availability of the interest rate swap provided by the Swap 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.

	Subordination • Subordination of the more junior ranking Notes to the senior ranking Notes provided that, until the service of an Acceleration Notice, the Class F Notes will rank ahead of the Class X Notes; and • See the sections entitled "*OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS — Cash Management Agreement*", "*OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS – Swap 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 either received directly into the Collection Account or collected by a Collection Agent and transferred into the Collection Account. The Servicer is obliged to transfer Collections in respect of the Purchased Receivables in the Portfolio from the Collection Account to the Transaction Account within 2 Business Days of the later of (i) the Servicer applying such Collections to an Obligor's account and (ii) the Servicer identifying such Collections as received in the Collection Account (or, in respect of Collections relating to the Closing Date Receivables 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 the delivery of an Acceleration Notice or the enforcement of the Security) the Security Trustee. In addition, the Seller has declared a trust over all amounts standing to the credit of the Collection Account 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 Collection Account Declaration of Trust (as supplemented by the Supplemental Collection Account Declaration of Trust) (as to which see further the section entitled "*OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS – Collection Account Declaration 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 Swap Agreement terms	The interest rate swap has the following key commercial terms: • **Swap Notional Amount:** On the Closing Date, the notional amount of the Swap Transaction documented under the Swap Agreement will be equal to GBP 298,554,070. At the commencement of each relevant swap calculation period in respect of the Swap Transaction, the notional amount will reduce in accordance with the fixed amortisation schedule appended to the confirmation relating to the Swap Transaction. • **Payments by the Issuer and the Swap Counterparty:** A payment amount (which can be zero) to be paid on each swap payment date corresponding to a swap calculation period for which Swap SONIA is not negative, and which will be calculated under the Swap Agreement as follows: (a) if the Issuer Swap Amount exceeds the Swap Provider Swap Amount, the Issuer will pay such excess to

	the Swap Provider (or such excess will be paid to the Swap Provider on the Issuer's behalf); (b) if the Swap Provider Swap Amount exceeds the Issuer Swap Amount, the Swap Provider will pay such excess to the Issuer; and (c) if the Swap Provider Swap Amount is equal to the Issuer Swap Amount, neither party will make a payment to the other. A payment amount to be paid on each swap payment date corresponding to a swap calculation period for which Swap SONIA is negative, which will be payable by the Issuer to the Swap Provider (or payable to the Swap Provider on the Issuer's behalf), and calculated under the Swap Agreement as the sum of: (a) the applicable Issuer Swap Amount, and (b) the absolute value of the applicable Swap Provider Swap Amount. The Swap Provider will not be required to make any payment to the Issuer under the terms of the Swap Transaction on each such swap payment date. On or about the Closing Date, the Issuer will also pay to the Swap Provider (or there will be paid to the Swap Provider on the Issuer's behalf) the Swap Premium. • **Frequency of Swap Provider payment:** Each Interest Payment Date. See the section entitled "*OVERVIEW OF THE TRANSACTION DOCUMENTS – Swap Agreement*" for more details, including the fixed amortisation schedule used for determination of the Swap 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 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 of the Issuer to ensure that the rating of the Most Senior Class of Debt 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).
Swap Provider	An Eligible Swap Provider is any entity which: (a) in respect of the S&P Criteria (i) has the Initial S&P Required Rating or (ii) where such entity does not meet the Initial S&P	If the Swap Provider ceases to be an Eligible Swap Provider, the Swap Provider shall take action in accordance with the Swap Agreement, including posting eligible collateral into the interest-bearing Swap Collateral Account in

Transaction Party	**Required Ratings/Triggers**	**Possible effects of Trigger being breached include the following**
	Required Rating, has the Subsequent S&P Required Rating and posts collateral in the amount and manner set forth in the Swap Agreement or obtains a guarantee from a person having the Initial S&P Required Rating or transfers to an eligible replacement (provided that if neither the replacement nor its guarantor has the Initial S&P Required Rating, such replacement will post collateral as required) or (iii) where such entity does not meet the Subsequent S&P Required Rating, posts collateral in the amount and manner set forth in the Swap Agreement until it obtains a guarantee from a person having the Subsequent S&P Required Rating (provided that if the guarantor does not have the Initial S&P Required Rating, collateral will continue to be posted as required) or transfers to an eligible replacement (provided that if neither the replacement nor its guarantor has the Initial S&P Required Rating, such replacement entity will post collateral as required or obtain a guarantee from an entity that has the Initial S&P Required Entity); and (b) in respect of the Moody's Criteria, has (i) a counterparty risk assessment of "A3(cr)" or above or, if a risk assessment is not available, a long-term, unsecured, unsubordinated debt rating of "A3" or above or (ii) a counterparty risk assessment of "Baa3(cr)" or above or, if a risk assessment is not available, a long-term, unsecured, unsubordinated debt rating of "Baa3", and (A) where the Swap Provider does not meet the rating set out in (i), it either posts collateral in the amount and manner set forth in the Swap Agreement or obtains a guarantee from a person having the ratings set forth in (i) above or (ii) above,	accordance with the provisions of the Swap Agreement. Failure of the Swap Provider to maintain its credit rating at certain levels required by the Swap Agreement, which failure may not constitute a termination event if (in the time set forth in the Swap Agreement) the Swap Provider: (a) posts an amount of collateral as calculated in accordance with the credit support annex to the Swap Agreement; and/or (b) (1) obtains a guarantee from an institution with an acceptable rating; or (2) transfers its rights and obligations under the Swap Agreement to a successor Swap Provider which is an Eligible Swap Provider; or (3) takes such other action in order to maintain the then current rating of the Notes, or to restore the ratings of the Notes to the levels they would have been at immediately prior to such downgrade. Failure by the Swap 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 Swap Transaction under the Swap Agreement. The Swap Provider may transfer its rights and obligations under the Swap Agreement to a third party which is an Eligible Swap Provider, subject to certain conditions specified in the Swap Agreement.

Transaction Party	**Required Ratings/Triggers**	**Possible effects of Trigger being breached include the following**
	(ensuring collateral is posted if the guarantor only has the ratings set forth in (ii) above) or transfers to an eligible replacement having the ratings set forth in (i) above or (ii) above (ensuring collateral is posted if the transferee only has the ratings set forth in (ii) above) (B) where the Swap Provider does not meet the rating set out in (ii) it posts collateral in the amount and manner set forth in the Swap Agreement and it obtains a guarantee from a person having the ratings set forth in (ii) above or it transfers to an eligible replacement having the ratings set forth in (i) or (ii) above.	

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 (in its capacity as Servicer) 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 Purchased Receivables 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	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.

	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 (in its capacity as 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 of which the Seller is a member 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;	The Servicer shall deliver a Perfection Event Notice promptly upon request by the Issuer or (after the service of an Acceleration Notice) the Security Trustee, in each case, following the occurrence of a Perfection Event. Should the Servicer fail to notify the Obligors, the Issuer (or an agent appointed on its behalf and subject to data protection laws) shall promptly notify the relevant Obligors.

	(d) the Seller calling for perfection by serving notice in writing to that effect on the Issuer, the Note Trustee and the Security Trustee; and (e) the occurrence of an Insolvency Event in respect of the Seller.	
Event of Default	The occurrence of any of the following events: (a) an Insolvency Event occurs in respect of the Issuer; (b) a default occurs in the payment of interest on any Interest Payment Date in respect of the Most Senior Class of Debt or, where there is no Debt outstanding, any Residual Certificate Payment due in respect of the Residual Certificates (and such default is not remedied within 14 Business Days of its occurrence); (c) the Issuer defaults in the payment of principal on the Most Senior Class of Debt when due, and such default continues for a period of 7 Business Days; (d) 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 (only if the Note Trustee has certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Most Senior Class of Debt); or	If an Event of Default has occurred and is continuing, the Note Trustee (1) at its absolute discretion may, and (2) if so directed (i) in writing by the holders of at least 25% in aggregate Outstanding Principal Amount of the Most Senior Class of Debt or if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Debt at the relevant date (in each case, where the Most Senior Class of Debt includes the Class A Loan Note, the Loan Note Paying Agent will notify the Note Trustee of the Principal Amount Outstanding of the Class A Loan Note in respect of which the Class A Loan Noteholders are providing their direction upon which the Note Trustee may rely absolutely without further enquiry or Liability); or (ii) where there is no Debt outstanding, in writing 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 an Acceleration Notice to the Issuer, the Security Trustee, the Account Bank, the Cash Manager and the Paying Agent declaring the Debt and any Residual Certificate Payments pursuant to the Residual Certificates due and payable and such Debt and any such Residual Certificate Payments will accordingly become immediately due and payable, without further action or formality, at its Outstanding Principal Amount together with

	(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).	accrued interest (in the case of the Debt). Following the delivery of an Acceleration Notice, the Debt 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 a payment when such instruction is required to be made by the Cash Manager under the Cash Management Agreement (subject to there being sufficient funds in the relevant Issuer Account for such purpose) 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 such default continues unremedied for a period of 30 Business Days after the earlier of the Cash Manager becoming aware of such default (where capable of remedy) and receipt by the Cash Manager of written notice from the Issuer or the	Following the occurrence of a Cash Manager Termination Event the Issuer may (with the prior consent of the Servicer (except where a Servicer Termination Event has occurred) such consent not to be unreasonably withheld) 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 shall not take effect until a Replacement Cash Manager that 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.

	Security Trustee, as applicable, requiring the same to be remedied (where capable of remedy); (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; (d) the Cash Manager ceases or threatens to cease business; (e) a Force Majeure Event continues in relation to the Cash Manager for more than 10 Business Days; or (f) an Insolvency Event occurs in respect of the Cash Manager.	

LEGAL AND REGULATORY CONSIDERATIONS

Securitisation Regulation

By virtue of the EUWA, the UK Securitisation Regulation (which largely mirrors, with some amendments, the EU Securitisation Regulation), is now applicable in the UK following the end of the transitional period in the Brexit process, subject to the temporary transitional relief available in certain areas. Please refer to the section entitled "*RISK FACTORS – Securitisation 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 'reporting requirements in Article 7 of the UK Securitisation Regulation. Pursuant to the Cash Management Agreement, Oodle and the Issuer have designated the Issuer as the reporting entity for the purposes of the Transaction.

Under Article 7 of the UK Securitisation Regulation, certain Transaction Documents and the Prospectus are required to be made available to investors before pricing. Under Article 5(1)(e) of the EU Securitisation Regulation institutional investors are required to verify that the originator or issuer has, where applicable, made available the information required by Article 7 of the EU Securitisation Regulation. It is not possible to make final documentation available before pricing and so Oodle 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. 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 of the UK Securitisation Regulation also includes 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 UK Market Abuse Regulation or the EU Market Abuse Regulation and, where applicable, information on "significant events". Under Article 5(1)(e) of the EU Securitisation Regulation institutional investors are required to verify that the originator or issuer has, where applicable, made available the information required by Article 7 of the EU Securitisation Regulation. 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 disclosure regulatory technical standards were adopted and published by the European Commission on 16 October 2019 and came into force on 23 September 2020. These have been onshored for application in the UK from the beginning of 2021.

Any failure by the Issuer, as the reporting entity, or by Oodle (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 UK Securitisation Regulation and the EU Securitisation Regulation.

Simple, transparent and standardised securitisation – The Notes will not be STS

Please refer to the section entitled "RISK FACTORS – Regulatory Risks - Simple, transparent and standardised securitisations" for further details.

Financing Agreements regulated by the Consumer Credit Act 1974 (as amended)

Regulatory framework

The regulatory framework for consumer credit activities in the UK consists of the Financial Services and Markets Act 2000 ("**FSMA**") and its secondary legislation, including the Financial Services and Markets Act (Regulated Activities) Order 2001 (the "**RAO**"), retained provisions in the Consumer Credit Act 1974, as amended by the Consumer Credit Act 2006, and its retained associated secondary legislation (the "**CCA**"), and rules and guidance in the FCA Handbook, including the Consumer Credit sourcebook ("**CONC**"). 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 Regulated Financing Agreements will have several consequences including the following:

(a) *Authorisation and Origination*

Oodle 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 Oodle 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 Oodle any credit provided and the interest accrued on it; and (b) the Obligor is not liable to pay Oodle any compensation, fees or charges except any non-returnable charges paid by Oodle to a public administrative body.

(c) *Variation and Provision of Information*

Oodle 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 hire purchase part of the relevant Regulated Financing 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 Oodle, together with everything supplied with the Vehicle.

In such a case Oodle is entitled to:

(i) all arrears of payments due and damages incurred for any other breach of the Regulated Financing 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 Regulated Financing Agreement being terminated; and

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

Following the Voluntary Termination of a Financing Agreement, Oodle 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), (ii) and (iv) above. Oodle 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), (ii) and (iv) above and the total amount payable under the Regulated Financing Agreement. Any shortfall thereafter will be written off (and any surplus will be for the benefit of Oodle).

(e) *Early Settlement of Regulated Financing 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 Oodle 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 Oodle for repudiatory breach by the Obligor (see sub-paragraph (e) 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 Oodle 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 Regulated Financing Agreements*

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

(i)

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

(2) all Oodle'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

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

(ii) such lesser amount as a court considers will compensate Oodle 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 Financing Agreements provide that the amount payable by the Obligor on termination by Oodle is the outstanding balance of the total amount payable under the Financing Agreement less any statutory rebate for early settlement, and (unless Oodle elects to transfer ownership of the Vehicle to the Obligor under certain Regulated Financing Agreements) less any net proceeds of sale of the Vehicle. The one-half formula does not apply to any loan to finance Add-On Products.

(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 Financing Agreement will transfer to the purchaser Oodle'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 Financing Agreements in the Purchased Receivables could be realised and accordingly the ability of the Issuer to meet its obligations under the Notes. In March 2019, the FCA published Policy Statement PS 19/8 entitled “Increasing the award limit for the Financial Ombudsman Service”. Rules were introduced with effect from 1 April 2019 which increased the maximum level of compensation which can be awarded by the FOS. Taking into account the annual adjustment for inflation, from 1 April 2022 the award limits are: (i) £375,000 for complaints about acts or omissions by firms on or after 1 April 2019 and (ii) £170,000 for complaints about acts or omissions by firms before

1 April 2019 and which are referred to the FOS after that date. For claims brought before 1 April 2019 in respect of acts or omissions by firms which also took place before that date, the old limit of £150,000 would still apply. 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 Regulated Financing 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*

Oodle 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*

Oodle has interpreted certain technical rules under the CCA in a way common with many other lenders in the vehicle finance market. If such interpretation were held to be incorrect by a court or other dispute resolution authority, then the Financing 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 – Regulated Financing 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 Financing Agreement. This liability arises in relation to the Vehicle (and

the Add-On Products where the loan for such Add-On Products falls within scope of the relevant provisions in the CCA), 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 Oodle 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 Oodle (or exercise analogous rights in Scotland). Any such set-off may adversely affect the Issuer's ability to make payments in full when due on the Notes. In such events Oodle would normally have a claim against the Dealer for breach of its operating agreement with Oodle.

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 standard form of Dealer operating agreement and offer and warranty with Oodle, the Dealer gives a corresponding warranty to Oodle that the Vehicle is of satisfactory quality and in the above circumstances Oodle would normally have a claim against the Dealer for any losses incurred by Oodle as a result of a breach of such warranty.

In addition, Oodle may incur liability for misrepresentation or breach of contract by a supplier under section 75 CCA in relation to the sale of any Add-On Products. Section 75 CCA allows the Obligor to claim for misrepresentation or breach of contract directly against Oodle if the value of the supplied product is equal to or more than £100 but not more than £30,000. In the event of a claim Oodle has the protection of a statutory indemnity against the supplier of the product. Furthermore, under the standard form of Dealer operating agreement and offer and warranty with Oodle, the Dealer provides an indemnity in favour of Oodle in respect of any liability arising in connection with any claim made by an Obligor for any defect, mis-selling, or failure in the construction, state, condition, performance or operation of any Add-On Product.

Protected Goods

If, under a Regulated Financing Agreement, the Obligor has paid Oodle one-third or more of the total amount payable under the relevant Regulated Financing Agreement in respect of the hire purchase part of that agreement (excluding any credit for an Add-On Product), the Vehicle becomes "protected" pursuant to section 90 of the CCA and Oodle is not entitled to repossess it, unless Oodle first obtains an order from the court to this effect. If, however, the Obligor terminates the Regulated Financing Agreement, the Vehicle ceases to be "protected" and Oodle may effect repossession unless the court grants the Obligor a "time order" rescheduling the Obligor's outstanding liabilities under the Regulated Financing Agreement, or otherwise exercises any other discretion which it may have under the CCA.

Other Risks Resulting from Consumer Legislation

(a) The CRA15

The CRA15 applies in relation to the Financing 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 CMA 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.

The Woolard Review

In September 2020 the FCA's Board asked Christopher Woolard to conduct a review into change and innovation in the unsecured consumer credit market (the "**Woolard Review**"). The FCA published the findings from the Woolard Review on 2 February 2021 which include a number of recommendations including:

- to address issues relating to debt advice, including to work with government and other agencies to ensure there is a long-term strategy to meet expected increased demand for debt advice, to ensure that suitable debt solutions are available to people in financial difficulty and to actively support efforts to ensure sustainable funding for free debt advice; and

- in the context of credit information, the need to assess if the credit information market is enabling consumers to use credit responsibly to build their credit score and access more options, to consider introducing a mandatory reporting requirement, to consider introducing rules requiring creditors to report to courts upon full or partial satisfaction of county court judgements, and to identify and address barriers to use of open banking data.

The FCA is due to publish its Credit Information Market Study, which will take into account the recommendations of the Woolard Review, in Summer 2022 and may lead to further action to improve how consumers are impacted by the use of information from credit reference agencies and other sources. Credit information is particularly important for retail lending as it is used to assess credit risk and affordability as well as part of fraud prevention. The FCA's findings, and any subsequent rule changes, may impact the motor finance sector and could therefore adversely affect the Issuer's ability to make payments in full when due on the Notes and the Residual Certificates.

On 16 June 2022, the UK government announced its intention to reform the retained provisions of the CCA. The government expects to publish a consultation outlining its proposals for reform by the end of 2022. Such proposals will build upon recommendations made by the FCA in its final report to Treasury dated March 2019 "Review of Retained Provisions of the Consumer Credit Act: Final Report" as well as those outlined in the report addressed in the Woolard Review. The matters described above, together with any other changes to laws, regulations or regulatory guidance applying to Oodle, or the Financing Agreements, may result in: increased compliance costs; unrecoverable losses on the Financing Agreements; reduced or delayed payments on the Notes; and/or a reduced credit quality or credit rating of the Notes.

FCA Finalised Guidance on Vulnerable Consumers

On 23 February 2021, the FCA published finalised guidance for firms on the fair treatment of vulnerable consumers (FG 21/1). This publication follows on from the FCA's previous work on this topic. While the guidance does not change the existing definition of a vulnerable customer, it outlines the FCA's expectations on how firms can comply with the Principles for Businesses and the overarching requirement to treat vulnerable customers fairly. In particular, the finalised guidance sets out the FCA's expectations on the following:

- Understanding the nature and scale of characteristics of vulnerability in target markets and customer base and the impact of vulnerability on consumers' needs.

- Embedding the fair treatment of vulnerable consumers across the workforce and ensuring that frontline staff have the necessary skills and capability to recognise vulnerability.

- Meeting customers' needs through the design of products and services, their customer services and their communications.

- Implementing processes to evaluate where vulnerable consumers' needs are not met.

All FCA firms dealing with consumers are expected to comply with this guidance and firms can expect to be asked to demonstrate to the FCA how they have complied with the guidance. The guidance may also be relevant to enforcement cases and may be used by the FCA to determine whether a firm's conduct fell below the standards the Principles for Businesses require.

For the risks associated with the above regulatory considerations, please refer to the section entitled "*RISK FACTORS – Financing Agreements regulated by the Consumer Credit Act 1974 (as amended)*".

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 Arranger, the Joint Lead Managers, the Security Trustee 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.

RISK RETENTION AND SECURITISATION REGULATION REPORTING

Retention statement

The Seller, as originator, will retain a material net economic interest of not less than 5% in the securitisation as required by Article 6(1) of the UK Securitisation Regulation (the "**UK Retention Requirements**"). In addition, although the EU Securitisation Regulation is not applicable to it, the Seller, as originator, will retain (on a contractual basis), a material net economic interest of not less than 5% in the securitisation in accordance with Article 6 of the EU Securitisation Regulation as required for the purposes of Article 5(1)(d) of the EU Securitisation Regulation (not taking into account any relevant national measures), as if it were applicable to it until such time as the Seller certifies to the Issuer that a competent EU authority has confirmed that the satisfaction of the UK Retention Requirements would also satisfy the EU Retention Requirements due to the application of an equivalence regime or similar analogous concept (the "**EU Retention Requirements**" and, together with the UK Retention Requirements, the "**Retention Requirements**"). As at the Closing Date and while any of the Debt remains outstanding, such interest will be comprised of an interest no less than 5% of the nominal value of each Class of the Collateralised Debt in accordance with Article 6(3)(a) of the UK Securitisation Regulation and Article 6(3)(a) of the EU Securitisation Regulation (and in the case of the Class A Debt, such interest shall be comprised solely of an interest in the Class A Notes, with an outstanding nominal value not less than 5% of the outstanding nominal value of the Class A Debt, and shall not include any interest in the Class A Loan Note). Prospective investors should note that the obligation of the Seller to comply with the EU Retention Requirements is strictly contractual and the Seller has elected to comply with such requirements in its discretion.

The Seller has provided an undertaking with respect to the interest to be retained by it to the Joint Lead Managers and the Arranger 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 4 years, higher than the losses over the same period on comparable assets held on the balance sheet of the Seller.

The Seller 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 each of the UK Securitisation Regulation and the EU 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 their obligations under the related Financing 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 UK Securitisation Regulation and, to the extent applicable, Article 5 of the EU Securitisation Regulation and, in the case of the EU Securitisation Regulation, any national measures which may be relevant and none of the Issuer, Oodle (in its capacity as the Seller) nor the Arranger 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 around the Closing Date, Oodle expects to obtain financing for the acquisition of certain of the Retention Notes. See "*Risk Factors – Regulatory Risks – 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 UK Securitisation Regulation pursuant to Article 7(2) of the UK

Securitisation Regulation and will either fulfil such requirements itself or shall procure that such requirements are complied with on its behalf.

The Issuer will also procure that information will be made available as required by Article 7 of the EU Securitisation Regulation in accordance with the frequency and modalities provided for in that Article.

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

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

(a) the EU Quarterly Servicer Data Tape, as required by and in accordance with Article 7(1)(a) of the EU Securitisation Regulation and the EU Article 7 Technical Standards and (save to the extent that the Issuer is permitted by the FCA to provide only an EU Quarterly Servicer Data Tape) the UK Quarterly Servicer Data Tape as required by and in accordance with Article 7(1)(a) of the UK Securitisation Regulation and the UK Article 7 Technical Standards;

(b) the EU Quarterly Investor Report as required by and in accordance with Article 7(1)(e) of the EU Securitisation Regulation and (save to the extent that the Issuer is permitted by the FCA to provide only an EU Quarterly Investor Report) the UK Quarterly Investor Report as required by and in accordance with Article 7(1)(e) of the UK Securitisation Regulation; and

(c) any EU SR Inside Information and Significant Event Report as required by and in accordance with Article 7(1)(f) and/or Article 7(1)(g) (as applicable) of the EU Securitisation Regulation and the EU Article 7 Technical Standards and (save to the extent that the Issuer is permitted by the FCA to provide only an EU SR Inside Information and Significant Event Report) any UK SR Inside Information and Significant Event Report as required by and in accordance with Article 7(1)(f) and/or Article 7(1)(g) (as applicable) of the UK Securitisation Regulation and the UK Article 7 Technical Standards.

The Issuer will procure that the Servicer will make the information set out in paragraph (a) above available no later than 5 p.m. on the Interest Payment Date in each Quarterly Reporting Month, and the information set out in paragraph (c) above available without delay, in each case, to (i) the Issuer, the Seller and the Swap Provider; and (ii) the Noteholders, the Class A Loan 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 EuroABS for EuroABS to procure the publication of such information on the Reporting Website.

The Issuer will procure that the Cash Manager shall make the EU Quarterly Investor Report and any UK Quarterly Investor Report available to the Noteholders, Class A Loan Noteholders, the Certificateholders, the competent authorities and, upon request, to potential noteholders and potential certificateholders by emailing such information to EuroABS for EuroABS to procure the publication of such information on the Reporting Website on the Interest Payment Date in each Quarterly Reporting Month. As at the Closing Date, the Issuer does not intend to make any information available on any securitisation repository.

Notwithstanding the undertakings above, with respect to the EU Reporting Requirements, such obligations of the Issuer shall apply only (i) until such time as the Seller certifies to the Issuer that a competent EU authority has confirmed that the satisfaction of the UK Reporting Requirements will also satisfy the EU Reporting Requirements due to the application of an equivalency regime or similar analogous concept and (ii) to the extent that, after the Closing Date, there is any divergence between the UK Reporting Requirements and the EU Reporting Requirements, on a best efforts basis.

DESCRIPTION OF THE NOTES WHILST IN GLOBAL FORM

Each Class of Notes will initially be issued in global registered form in an aggregate principal amount equal to the initial Aggregate Outstanding Principal Amount for such Class.

The Global Notes representing the Class A Notes will be held under the NSS and will be deposited with the Common Safekeeper 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 and Class X Notes will be deposited with the Common Depositary for both 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 Safekeeper or Common Depositary (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 or Class X 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.

DESCRIPTION OF THE RESIDUAL CERTIFICATES WHILST 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 the Common Depositary 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 98,753,000 Class A Notes due August 2029 (the "**Class A Notes**"), the GBP 35,800,000 Class B Notes due August 2029 (the "**Class B Notes**"), the GBP 26,900,000 Class C Notes due August 2029 (the "**Class C Notes**"), the GBP 14,900,000 Class D Notes due August 2029 (the "**Class D Notes**"), the GBP 17,900,000 Class E Notes due August 2029 ("**Class E Notes**"), 14,900,000 Class F Notes due August 2029 ("**Class F Notes**") and the GBP 13,800,000 Class X Notes due August 2029 ("**Class X Notes**"), together, the "**Notes**", are constituted by a trust deed (the "**Trust Deed**") dated on or about 20 September 2022 (the "**Closing Date**") between Dowson 2022-2 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 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 2002 ISDA Master Agreement, the schedule thereto and the credit support annex thereunder (the "**Credit Support Annex**") each dated on or about 20 September 2022 and the interest rate swap confirmation between BNP Paribas as swap provider (the "**Swap Provider**", which expression includes its permitted successors and assigns) and the Issuer (together, the "**Swap Agreement**"), the Agency Agreement, the Receivables Sale and Purchase Agreement (as defined below), 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 seller power of attorney dated on or about the Closing Date given by the Seller, the Vehicle Sale Proceeds Floating Charge 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 Receivables Sale and Purchase Agreement, the Servicing Agreement, the Netting Letter, the Global Notes, the Class A Loan Note Agreement, the Global Residual Certificate, the Supplemental Collection Account Declaration 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 13 September 2022.

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 X 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**" or **"Class X 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**" or **"Class X Noteholder"** means the Holder of a Class A Note, Class B Note, Class C Note, Class D Note, Class E Note, Class F Note or Class X 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 and Class X 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 to finance the purchase from Oodle (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 Swap Transaction under the Swap Agreement with the Swap Provider, under which, the following amounts will be calculated in respect of each swap calculation period: (a) an amount (the "**Issuer Swap Amount**") equal to the product of (i) the Swap Notional Amount for such swap calculation period, (ii) a fixed rate (as specified in the Swap Agreement) and (iii) the Fixed Day Count Fraction, and (b) an amount (the "**Swap Provider Swap Amount**") equal to the product of (i) the Swap Notional Amount for such swap calculation period, (ii) Swap SONIA as determined for such swap calculation period and (iii) the Floating Day Count Fraction. Pursuant to the Swap Agreement, the Issuer will also pay to the Swap Provider (or there will be paid to the Swap Provider on the Issuer's behalf) the Swap Premium on or about the Closing Date.

Under the terms of the Swap Transaction, in respect of each swap calculation period for which Swap SONIA is not negative, a payment amount (which can be zero) will be calculated under the Swap Agreement for the swap payment date corresponding to such swap calculation period as follows:

(a) If the Issuer Swap Amount exceeds the Swap Provider Swap Amount, the Issuer will pay such excess to the Swap Provider (or such excess will be paid to the Swap Provider on the Issuer's behalf), which the Issuer will fund using payments it receives from the Receivables on each Interest Payment Date.

(b) If the Swap Provider Swap Amount exceeds the Issuer Swap Amount, the Swap Provider will pay such excess to the Issuer.

(c) If the Swap Provider Swap Amount is equal to the Issuer Swap Amount, neither party will make a payment to the other.

Under the terms of the Swap Transaction, in respect of each swap calculation period for which Swap SONIA is negative, a payment will be due from the Issuer to the Swap Provider on the swap payment date corresponding to such swap calculation period, in an amount equal to (a) the applicable Issuer Swap Amount, plus (b) the absolute value of the applicable Swap Provider Swap Amount. In such circumstances, the Swap Provider would not be required to make any scheduled payment to the Issuer on that swap payment date under the terms of the Swap Transaction.

If the Swap Transaction under the Swap Agreement is terminated prior to the redemption of the Notes in full a termination payment may be due from the Swap Provider to the Issuer or from the Issuer to the Swap Provider.

(d) **Pre-Acceleration Revenue Priority of Payments**

On each Interest Payment Date falling prior to the service of an 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 EuroABS Limited 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; and

(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);

(d) then, to pay:

(i) all amounts (if any) due and payable to the Swap Provider under the Swap Agreement (excluding termination payments and any Swap Subordinated Amounts); and

(ii) all amounts (if any) due and payable to the Swap Provider under the Swap Agreement which represent termination payments (excluding any Swap Subordinated Amounts);

(e) then, *pro rata* and *pari passu*, to pay the Class A Noteholders and the Class A Loan Noteholders any due and payable Class A Interest Amount on the Class A Notes and the Class A Loan Note and, in respect of any previous Calculation Periods, any interest overdue on the Class A Notes and the Class A Loan Note on that Interest Payment Date;

(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, 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 (g));

(h) 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, in respect of any previous Calculation Periods, any Class B Interest Shortfall;

(i) 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 (i));

(j) 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 (j));

(k) 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, in respect of any previous Calculation Periods, any Class C Interest Shortfall;

(l) 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 (l));

(m) 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 (m));

(n) 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, in respect of any previous Calculation Periods, any Class D Interest Shortfall;

(o) 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 (o));

(p) 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 (p));

(q) 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, in respect of any previous Calculation Periods, any Class E Interest Shortfall;

(r) 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 (r));

(s) 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 (s));

(t) 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, in respect of any previous Calculation Periods, any Class F Interest Shortfall;

(u) 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 (u));

(v) 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 (v));

(w) then, *pro rata* and *pari passu*, to pay the Class X Noteholders any due and payable Class X Interest Amount on the Class X Notes and, in respect of any previous Calculation Periods, any Class X Interest Shortfall;

(x) then, *pro rata* and *pari passu*, to pay the Class X Noteholders, in accordance with the respective amounts thereof, principal on the Class X Notes;

(y) then, to pay any Swap Subordinated Amounts due and payable to the Swap Provider;

(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 an Acceleration Notice on the Issuer by the Note Trustee, (ii) the date on which the Aggregate Outstanding Principal Balance is zero, (iii) the Legal Maturity Date and (iv) (and including) the Final Class Interest Payment Date in respect of each Class of Debt, 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 item (g) of that definition) on such Interest Payment Date the Issuer shall apply the Reserve Fund Release Amount (as item (g) of the Available Revenue Receipts) in the following order:

(i) first, to pay any amounts remaining due and payable under items (a) to (c) (inclusive), (d)(i), (e) and (f) 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), (d)(i) and (h) 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), (d)(i) and (k) 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), (d)(i) and (n) 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), (d)(i) and (q) 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), (d)(i) and (t) 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 an 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 and the Class A Loan Noteholders, in accordance with the respective amounts thereof, principal on the Class A Notes and the Class A Loan Note;

(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 an Acceleration Notice in accordance with Condition 10 (*Events of Default*) or Clause 17 (*Events of Default*) of the Class A Loan Note Agreement 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 in writing by the holders of at least 25% in Aggregate Outstanding Principal Amount of the Most Senior Class of Debt or if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Debt (in each case, where the Most Senior Class of Debt includes the Class A Loan Note, the Loan Note Paying Agent will notify the Note Trustee of the Principal Amount Outstanding of the Class A Loan Note in respect of which the Class A Loan Noteholders are providing their direction upon which the Note Trustee may rely absolutely without further enquiry or Liability), 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 in writing to do so by the holders of at least 25% in Aggregate Outstanding Principal Amount of the Most Senior Class of Debt or if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Debt (in each case, where the Most Senior Class of Debt includes the Class A Loan Note, the Loan Note Paying Agent will notify the Note Trustee of the Principal Amount Outstanding of the Class A Loan Note in respect of which the Class A Loan Noteholders are providing their direction upon which the Note Trustee may rely absolutely without further enquiry or Liability) 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:

(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 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 Most Senior Class of Debt, 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 an 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 (i) any Excess Swap Collateral which shall be returned directly to the Swap Provider (and for the avoidance of doubt, such payment shall be without regard to the relevant Priority of Payments) and (ii) in respect of the Swap Provider, prior to the designation of an early termination date under the Swap Agreement and the resulting application of the collateral by way of netting or set-off, an amount equal to the value of all Swap Collateral

(other than Excess Swap Collateral) (and any interest or distributions in respect thereof)) received or recovered following service of an Acceleration Notice 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, to pay all amounts (if any) due and payable to the Swap Provider under the Swap Agreement (including termination payments but excluding any Swap Subordinated Amounts);

(d) then, *pro rata* and *pari passu*, to pay the Class A Noteholders and the Class A Loan Noteholders amounts in respect of interest and principal due and payable on the Class A Notes and the Class A Loan Note until the Class A Notes and the Class A Loan Note are redeemed in full;

(e) 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;

(f) 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;

(g) 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;

(h) 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;

(i) then, *pro rata* and *pari passu*, to pay the Class X Noteholders amounts in respect of interest and principal due and payable on the Class X Notes until the Class X Notes are redeemed in full;

(j) 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;

(k) then, to pay any Swap Subordinated Amounts due and payable to the Swap Provider;

(l) 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

(m) 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 A Loan Note, 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 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. The Class A Notes and the Class A Loan Note rank *pari passu* and rateably without any preference or priority among themselves as to payments of interest and principal at all times.

(ii) Payments of principal on the Class A Notes and the Class A Loan Note 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 prior to service of an Acceleration Notice rank in priority to payments of interest and principal on the Class X Notes using Available Revenue Receipts, and payments of principal on the Class X Notes using Available Revenue Receipts will at all times rank in priority to payments on the Residual Certificates, in each case in accordance with the applicable Priority of Payments.

(iii) Payments of interest on the Class A Notes and the Class A Loan Note 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 prior to service of an Acceleration Notice rank in priority to payments of interest (and principal) on the Class X Notes, payments of interest on the Class X 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.

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

(v) 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 A Loan Note, 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 in full, any shortfall will be borne by:

(A) firstly, the Class X Notes; and

(B) secondly, to the extent that interest due on the Class X Notes on such Interest Payment Date is less than such shortfall, the Class F Notes; and

(B) thirdly, to the extent that interest due on the Class X Notes and the Class F Notes on such Interest Payment Date is less than such shortfall, the Class E Notes; and

(C) fourthly, to the extent that interest due on the Class X Note, the Class F Notes and the Class E Notes on such Interest Payment Date is less than such shortfall, the Class D Notes; and

(D) fifthly, to the extent that interest due on the Class X Notes, the Class F Notes, the Class E Notes and the Class D Notes on such Interest Payment Date is less than such shortfall, the Class C Notes; and

(E) sixthly, to the extent that interest due on the Class X 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, the Class B Notes; and

(F) seventhly, to the extent that interest due on the Class X Notes, the Class F Notes, 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, the Class A Notes and the Class A Loan Note,

in each case, *pro rata* and *pari passu* between the Debt of such Class and, if applicable, subject to deferral in accordance with Condition 6 (*Deferral of interest and subordination*).

(vi) 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 and the Class A Loan Note. 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, the Class A Loan Note 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 A Loan Note, 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 A Loan Note, the Class B Notes, Class C Notes and 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 A Loan Note, the Class B Notes, Class C Notes, Class D Notes and the Class E Notes. Principal on the Class X Notes will become due and payable to the extent there are sufficient amounts available under the Pre-Acceleration Revenue Priority of Payments whether or not the other Classes of Notes have been redeemed in full.

(vii) The Trust Deed contains provisions requiring the Note Trustee to take into account the interests of the Class A Noteholders, the Class A Loan Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Class X Noteholders 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, to take into account only the interest of:

(A) for so long as any of the Class A Notes and the Class A Loan Note remain outstanding, the Class A Noteholders and the Class A Loan Noteholders if, in the opinion of the Note Trustee there is a conflict between the interests of the Class A Noteholders and the Class A Loan Noteholders and the interests of the Class B Noteholders and/or the Class C Noteholders and/or the Class D Noteholders and/or Class E Noteholders and/or Class F Noteholders and/or Class X Noteholders and/or the interests of the Certificateholders; and

(B) following the redemption in full of the Class A Notes and the Class A Loan Note, 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 Class F Noteholders and/or the Class X Noteholders and/or the interests of the Certificateholders; and

(C) following the redemption in full of the Class A Notes, the Class A Loan Note and the Class B Notes, 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 Class E Noteholders and/or the Class F Noteholders and/or the Class X Noteholders and/or the interests of the Certificateholders; and

(D) following the redemption in full of the Class A Notes, the Class A Loan Note, the Class B Notes and the Class C Notes, 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 Class F Noteholders and/or the Class X Noteholders and/or the interests of the Certificateholders; and

(E) following the redemption in full of the Class A Notes, the Class A Loan Note, the Class B Notes, the Class C Notes and the Class D Notes, 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 Class X Noteholders and/or the interests of the Certificateholders; and

(F) following the redemption in full of the Class A Notes, the Class A Loan Note, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the Class X Noteholders, if in the opinion of the Note Trustee, there is a conflict between the interests of the Class X Noteholders and the interests of the Class F Noteholders and/or the interests of the Certificateholders; and

(G) following the redemption in full of the Class A Notes, the Class A Loan Note, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class X Notes, 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 Certificateholders.

The Note Trustee shall be entitled to assume for all purposes in connection with the Transaction Documents that the interests of the Class A Noteholders and the Class A Loan Noteholders are aligned and that no conflict exists between them and shall incur no liability to any person as a result of so doing provided that no such assumption may be made where a modification of rights or obligations is not applied equally to the Class A Notes and the Class A Loan Note.

(vii) 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 A Loan Note, 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 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 Debt 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 procure that hedging arrangements on terms substantially similar to those in the Swap 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 Debt remains outstanding, the Issuer will not without the prior consent of the Note Trustee, unless otherwise provided, permitted or contemplated 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, in each case, 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 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 EU Insolvency Regulation, the UK Insolvency Regulation and the UNCITRAL Implementing Regulations) or take any action that will cause its "centre of main interests" (for the purposes of the EU Insolvency Regulation, the UK 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 Declaration of Trust) the Collection Account, 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 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 (*Deferral of interest and subordination*).

Interest due on an Interest Payment Date will accrue on the Outstanding 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 Debt is 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 1.40% *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 A Loan Note, Compounded Daily SONIA for the relevant Interest Period plus 1.40% *per annum*, provided that if Compounded Daily SONIA plus the margin for the Class A Loan Notes is less than zero, the Interest Rate will be deemed to be zero (the "**Class A Loan Interest Rate**");

(iii) each Class B Note, Compounded Daily SONIA for the relevant Interest Period plus 2.70% *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**");

(iv) each Class C Note, Compounded Daily SONIA for the relevant Interest Period plus 3.70% *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**");

(v) each Class D Note, Compounded Daily SONIA for the relevant Interest Period plus 5.25% 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**");

(vi) each Class E Note, Compounded Daily SONIA for the relevant Interest Period plus 8.00% 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**");

(vii) each Class F Note, Compounded Daily SONIA for the relevant Interest Period plus 12.00% 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**"); and

(viii) each Class X Note, Compounded Daily SONIA for the relevant Interest Period plus 9.00% per annum, provided that if Compounded Daily SONIA plus the margin for the Class X Notes is less than zero, the Interest Rate will be deemed to be zero (the "**Class X 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 Debt for the first Interest Period had the Debt 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:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{SONIA_{i-pLBD}\times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

where:

"**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 d_0, 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;

"**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;

"**p**" means, for any Interest Period, 5 Business Days; and

"**$SONIA_{i-pLBD}$**" 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 will be calculated by taking the aggregate of (1) the product of the relevant Interest Rate, the Outstanding Principal Amount of such Note at the beginning of such Interest Period and the Day Count Fraction (the "**Interest Amount**") and (2) any Interest Shortfall (or any overdue interest on the Class A Notes and the Class A Loan Note, if applicable) relating to such Note (as applicable) and rounding the resultant figure to the nearest whole penny (half a penny being rounded upwards), in each case, subject to Condition 6 (*Deferral of interest and subordination*).

(ii) The Class A Interest Rate, Class A Loan 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 X 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) **Publication of the 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 Swap 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, the Class A Loan Note, each Class B Note, each Class C Note, each Class D Note, each Class E Note, each Class F Note and each Class X Note pursuant to Condition 5 (*Redemption*) and Clause 9 (*Repayment of Principal*) of the Class A Loan Note Agreement 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 and Class X Interest Amount pursuant to this 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 X Interest Amount, Available Revenue Receipts) to be paid on such Interest Payment Date;

(ii) the Aggregate Outstanding Principal Amount of the Class A Notes, the Aggregate Outstanding Principal Amount of the Class A Loan Note, the Aggregate Outstanding Principal Amount of Class B Notes, the Aggregate Outstanding Principal Amount of Class C Notes, the Aggregate Outstanding Principal Amount of Class D Notes, the Aggregate Outstanding Principal Amount of Class E Notes, the Aggregate Outstanding Principal Amount of Class F Notes and the Aggregate Outstanding Principal Amount of Class X Notes as from such Interest Payment Date;

(iii) in the event of the final payment in respect of the Notes pursuant to Condition 5 (*Redemption*) and Clause 9 (*Repayment of Principal*) of the Class A Loan Note Agreement, 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 an Acceleration Notice, the amounts of interest and principal to be paid in accordance with Condition 10 (*Events of Default*) and Clause 17 (*Events of Default*) of the Class A Loan Note Agreement and the Post-Acceleration Priority of Payments.

Each determination by or on behalf of the Issuer of any principal payable and the Outstanding 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.

5. ***Redemption***

(a) **Final redemption**

Unless previously redeemed in full as provided below, the Issuer will redeem the Debt at their respective Outstanding Principal Amount on the Legal Maturity Date.

The Issuer may not redeem the Debt in whole or in part prior to the Legal Maturity Date except as provided in Condition 5(b) (*Optional redemption for taxation reasons*), Condition 5(c) (*Mandatory early redemption in part*), Condition 5(d) (*Clean-Up Call*), Condition 5(e) (*Optional Early Redemption*) and Clause 9 (*Repayment of Principal*) of the Class A Loan Note Agreement but without prejudice to Condition 10 (*Events of Default*) and Clause 17 (*Events of Default*) of the Class A Loan Note Agreement.

(b) **Optional 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 Tax Authority thereof or therein or any other Tax Authority outside the United Kingdom, so that:

(i) the Issuer is (as a direct consequence of the above events) required to make a deduction or withholding for or on account of Taxes from payments 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 Swap 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 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 A Loan Note, 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 X 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 Acceleration Notice has been served) 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 should be at least equal to the sum of (A) the Aggregate Outstanding Principal Amount of all the Class A Notes, the Class A Loan Note, Class B Notes, Class C Notes, Class D Notes, the Class E Notes, the Class F Notes and the Class X 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 A Loan Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders

and the Class X Noteholders 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 (f) 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 (l) (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) **Optional Early Redemption**

The Issuer (acting on the directions of Oodle) may redeem all but not some only of the Notes at their Outstanding Principal Amounts, together with accrued interest up to but excluding the date of redemption, on the Interest Payment Date falling in May 2025 or on any Interest Payment Date thereafter, subject to giving not more than 60 nor less than 30 calendar days' irrevocable notice to the Note Trustee, the Paying Agent, the Registrar, the Swap Provider and the Debtholders, in accordance with Condition 15 (*Notices*) and the Class A Loan Note Agreement, of its intention to so redeem the Debt and of the date fixed for redemption (which must be an Interest Payment Date falling after the expiry of such notice period).

The price payable by the Issuer in respect of the exercise of its right of Optional Early Redemption (the "**Option Exercise Price**") shall be an amount equal to the Optional Early Redemption Repurchase Price payable by the Seller in respect of the exercise of its option under the Receivables Sale and Purchase Agreement to repurchase all of the Purchased Receivables on the date fixed for redemption of the Notes in accordance with this Condition 5(e). The "**Optional Early Redemption Repurchase Price**" should be at least equal to the sum of (A) the Aggregate Outstanding Principal Amount of all the Class A Notes, the Class A Loan Note, Class B Notes, Class C Notes, Class D Notes, the Class E Notes, the Class F Notes and the Class X 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 A Loan Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Class X Noteholders 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 date on which Optional Early Redemption is exercised) 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 (l) (inclusive) of the Post-Acceleration Priority of Payments.

(f) **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 Class A Loan Note and/or the Class B Notes and/or the Class C Notes and/or Class D Notes and/or Class E Notes and/or the Class F Notes and/or Class X 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).

(g) **Outstanding Principal Amount**

The "**Outstanding Principal Amount**" means, with respect to any Interest Payment Date, the principal amount of any Note or the Class A Loan Note (as applicable) (rounded, if necessary, to the nearest GBP 0.01 with GBP 0.005 being rounded upwards) equal to the initial principal amount of such Note (as at the Closing Date) as, on or before such Interest Payment Date, reduced by all amounts paid in respect of principal on such Note prior to or on such Interest Payment Date.

6. ***Deferral of interest and subordination***

(a) To the extent that, on any Interest Payment Date (other than the Legal Maturity Date), there are insufficient funds to pay in full amounts of interest due on any Class of Debt (other than all interest on the Most Senior Class of Debt then outstanding), the amount of shortfall in interest (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 the Class F Notes and the "**Class X Interest Shortfall**" in the case of Class X Notes and any of the foregoing an "**Interest Shortfall**") will not fall due on that Interest Payment Date. Instead the Issuer will, in respect of each affected Class of Debt, create a provision in its accounts for the Interest Shortfall on the relevant Interest Payment Date.

(b) Such Interest Shortfall will accrue interest in accordance with Condition 4(c)(i) (*Interest Rate*) for such time as it remains outstanding. Such Interest Shortfall will be payable (together with such accrued interest) on the earlier of:

(i) any succeeding Interest Payment Date when such Interest Shortfall and accrued interest thereon shall be paid, but only if and to the extent that, on such Interest Payment Date, there are sufficient funds available to the Issuer, after deducting amounts ranking in priority thereto in accordance with the relevant Priority of Payments; and

(ii) the date on which the relevant Class of Debt is redeemed in full.

(c) For the avoidance of doubt, non-payment of interest for any Class of Debt (other than the Most Senior Class of Debt at the relevant time) will not constitute an Event of Default.

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 Class A Notes, Class B Notes, Class C Notes, the Class D Notes, Class E Notes, Class F Notes and the Class X 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 and Class X 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 and Class X 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 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 if there is a failure to make payment of any amount in respect of any Note or Residual Certificate when due or the Note Trustee shall have received any money which it proposes to pay under clause 12 (*Application of Moneys*) of the Trust Deed to the Noteholders, 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.

(h) **Incorrect Payment**

(i) The Issuer will, from time to time, notify Noteholders in accordance with the terms of Condition 15 (*Notices*) of any over-payment or under-payment of which it has actual notice made on any Interest Payment Date to any party entitled to the same pursuant to the applicable Priority of Payments.

(ii) Following the giving of such a notice, the Issuer (acting on the instructions of the Servicer) shall instruct the Cash Manager to rectify such overpayment or under-payment by increasing or, as the case may be, decreasing payments to the relevant parties (including the Noteholders of any Class) on each subsequent Interest Payment Date following the date on which it has received such instruction until such over-payment or under-payment has been made in full, to the extent funds are available for such purpose. Any notice or instruction of over-payment or underpayment pursuant to this Condition 7(h) shall contain reasonable details of the amount of the same, the relevant parties and the adjustments to be made to future payments to rectify the same. Neither the Issuer nor the Cash Manager shall have any liability to any person for making any such correction.

(iii) For the avoidance of doubt, any correction carried out pursuant to this Condition 7(h) shall not constitute an Event of Default and shall not require the consent of the Noteholders, the Certificateholders or any other party.

(i) **Partial Payment**

If at any time the Paying Agent makes a partial payment in respect of any Note or Residual Certificate, it will cause a notice indicating the date and amount of such payment to be given to the ICSDs, in respect of Global Notes or Global Residual Certificates, and the Registrar and the Note Trustee, in respect of any Definitive Notes or Definitive Residual Certificates and the Registrar will note the same in the Register.

(j) **Payment of Interest**

If interest is not paid in respect of a Note of any Class on the date when due and payable (other than because the due date is not a Business Day), then such unpaid interest shall itself bear interest at the Interest Rate applicable from time to time to such Note until such interest and interest thereon are available for payment and notice thereof has been duly given in accordance with Condition 15 (*Notices*).

8. ***Taxation***

All payments of principal and interest on the Debt 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) (*Optional 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*) and Clause 17 (*Events of Default*) of the Class A Loan Note Agreement.

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 (1) at its absolute discretion may, and (2) if so directed (i) in writing by the holders of at least 25% in aggregate Outstanding Principal Amount of the Most Senior Class of Debt or (ii) if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Debt (in each case, where the Most Senior Class of Debt includes the Class A Loan Note, the Loan Note Paying Agent will notify the Note Trustee of the Principal Amount Outstanding of the Class A Loan Note in respect of which the Class A Loan Noteholders are providing their direction upon which the Note Trustee may rely absolutely without further enquiry or Liability) (subject, in each case, to the Note Trustee being indemnified and/or secured and/or prefunded to its satisfaction), will give an Acceleration Notice to the Issuer, the Security Trustee, the Account Bank, the Cash Manager and the Paying Agent declaring the Debt due and payable and such Debt will accordingly

become immediately due and payable, without further action or formality, at its Outstanding Principal Amount together with accrued interest:

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

(b) a default occurs in the payment of interest on any Interest Payment Date in respect of the Most Senior Class of Debt (and such default is not remedied within 14 Business Days of its occurrence);

(c) the Issuer defaults in the payment of principal on the Most Senior Class of Debt when due, and such default continues for a period of 7 Business Days;

(d) 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 (only if the Note Trustee has certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Most Senior Class of Debt); 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 Debt which is not, on the relevant date, the Most Senior Class of Debt shall not constitute an Event of Default other than on the Final Redemption Date.

Upon any 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 Debtholders in accordance with Condition 15 (*Notices*) and the Class A Loan Note Agreement.

11. ***Enforcement and non-petition***

(a) 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.

(b) The Note Trustee and the Security Trustee, as the case may be, in accordance with this Condition 11 (*Enforcement and non-petition*), will (i) except as otherwise directed by the Most Senior Class of Debt acting by way of an Extraordinary Resolution at the relevant date, or (ii) 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.

(c) 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 (including by way of conference call, including by use of a videoconference platform) 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 X Noteholders and the Certificateholders to consider any matter affecting their interests, including the sanctioning by an Extraordinary Resolution a modification of these Conditions or the provisions of any of the Transaction Documents. The Note Trustee shall exercise certain rights given to the Class A Loan Noteholders under the Transaction Documents in accordance with the instructions it receives from the Loan Note Paying Agent given on behalf of the Class A Loan Noteholders pursuant to the Class A Loan Note Agreement.

(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 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 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 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 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 the Debt;

(2) sanction a modification of the date of payment of principal or interest in respect of the Debt, or where applicable, of the method of calculating the date of payment of principal or interest in respect of the Debt, 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 Debt, or where applicable, of the method of calculating the amount payable of any principal or interest in respect of the Debt, or of the method of calculating the amounts payable in respect of the Residual Certificates (including, in relation to any Class of Debt or the Residual Certificates, if any such modification is proposed for any Class of Debt ranking senior to such Class or the Residual Certificates in the Priorities of Payments);

(4) alter the currency in which payments under the Debt 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 Debt 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 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 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 an Acceleration Notice, as to which the provisions of Condition 10 (*Events of Default*) shall apply:

(1) (subject as provided in paragraph (3) below) a Most Senior Debt Extraordinary Resolution shall be binding on (A) such Debtholders and all other Classes of Noteholders and (B) the Certificateholders, irrespective of the effect upon them;

(2) no Extraordinary Resolution of any Class of Noteholders (which are not the Most Senior Class of Debt) or the Certificateholders (other than an Extraordinary Resolution referred to in paragraph (v)(3)) 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 Extraordinary Resolution of each of the more senior ranking Classes of Debt; and

(3) no Extraordinary Resolution involving a Basic Terms Modification that is passed by the holders of one Class of Debt or the Certificateholders shall be effective unless it is sanctioned by an Extraordinary Resolution of the holders of the other Classes of Debt then outstanding and the Certificateholders.

(vi) Subject to paragraph (vii) below:

(1) a Class of Debt Ordinary Resolution shall be binding on all Debtholders of such Class or Classes (irrespective of the effect upon them);

(2) no Ordinary Resolution of any Class of Debtholders 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 Debtholders or (B) it is sanctioned by an Ordinary Resolution of each of the more senior ranking Classes of the holders of the other Classes of Debt then outstanding and the Certificateholders or (C) none of the more senior ranking Classes of Notes remains outstanding.

(vii) Subject to paragraph (v)(3), a resolution which in the opinion of the Note Trustee affects the interests of the holders of the Debt of only one Class or the Residual Certificates only:

(1) where such Class of Debt is the Class A Debt such resolution shall only be deemed to have been duly passed if:

i. either: (X) passed by a separate meeting of the holders of the Class A Notes; or (Y) such resolution is designated as a Class A Quorum Failure Resolution in accordance with Condition 12(a)(ix); and

ii. authorised by the Loan Note Paying Agent (acting solely on the instruction of the Class A Loan Noteholders) pursuant to the terms of the Class A Loan Note Agreement; or

(2) where such Class of Debt is not the Class A Debt, 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 Debt or of the Certificateholders

(viii) If a meeting of Class A Noteholders is adjourned for lack of quorum and subsequently the quorum requirements for such adjourned meeting are also not met, any resolution to be tabled at such meeting will be deemed to be a "**Class A Quorum Failure Resolution**" and may be passed as a Class of Debt Resolution in respect of the Class A Debt by the Loan Note Paying Agent (on the instruction of the Class A Loan Noteholders) providing consent to the Note Trustee on behalf of the Class A Loan Noteholders (pursuant to the terms of the Class A Loan Note Agreement) without the consent of the Class A Noteholders.

(ix) For the purposes of these Conditions:

"**Most Senior Class of Debt**" means the Class A Debt for so long as there is any Class A Debt outstanding; thereafter the Class B Notes for so long as there are any Class B Notes outstanding; thereafter the Class C Notes for so long as there are any Class C Notes outstanding; thereafter the Class D Notes for so long as there are any Class D Notes outstanding; thereafter the Class E Notes for so long as there are any Class E Notes outstanding; thereafter the Class F Notes for so long as there are any Class F Notes outstanding; thereafter the Class X Notes for so long as there are any Class X Notes outstanding.

"**Class of Debt Resolution**" means a Class of Debt Ordinary Resolution or a Class of Debt Extraordinary Resolution.

"**Class of Debt Ordinary Resolution**" means, in respect of a Class of Debt:

(1) where such Class of Debt is the Class A Debt, a resolution that is both:

(A) either:

i. a resolution passed at a meeting of the Class A Noteholders duly convened and held in accordance with the Trust Deed by at least 50% of the Eligible Persons voting at such meeting upon a show of hands or, if a poll is duly demanded, by at least 50% of the votes cast on such poll;

ii. a resolution in writing signed by or on behalf of the Class A Noteholders of at least 50% in aggregate Principal Amount Outstanding of the Class A Notes then outstanding, 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 Class A Noteholders;

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 Class A Noteholders holding at least 50% in aggregate Principal Amount Outstanding of the Class A Notes then outstanding; or

iv. designated as a Class A Quorum Failure Resolution in accordance with Condition 12.1(a)(ix); and

(B) authorised by the Loan Note Paying Agent (acting solely on the instruction of the Class A Loan Noteholders) pursuant to the terms of the Class A Loan Note Agreement; or

(2) where such Class of Debt is not the Class A Debt, either:

(A) a resolution passed at a meeting of Noteholders duly convened and held in accordance with the Trust Deed by at least 50% of Eligible Persons voting at such meeting upon a show of hands or, if a poll is duly demanded, by at least 75% of the votes cast on such poll;

(B) a resolution in writing signed by or on behalf of the Noteholders of at least 50% in aggregate Principal Amount Outstanding of the relevant Class of Notes then outstanding, 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 of relevant Class of Notes; or

(C) 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 holding at least 50% in aggregate Principal Amount Outstanding of the relevant Class of Notes then outstanding.

"**Class of Debt Extraordinary Resolution**" means, in respect of a Class of Debt:

(1) where such Class of Debt is the Class A Debt, a resolution that is both:

(A) either:

i. a resolution passed at a meeting of the holders of the Class A Notes duly convened and held in accordance with the Trust Deed by at least 75% of the Eligible Persons voting at such meeting upon a show of hands or, if a poll is duly demanded, by at least 75% of the votes cast on such poll;

ii. a resolution in writing signed by or on behalf of the Class A Noteholders of at least 75% in aggregate Principal Amount Outstanding of the Class A Notes then outstanding, 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 Class A Noteholders;

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 Class A Noteholders holding at least 75% in aggregate Principal Amount Outstanding of the Class A Notes then outstanding; or

iv. designated as a Class A Quorum Failure Resolution in accordance with Condition 12.1(a)(ix); and

(B) authorised by the Loan Note Paying Agent (acting solely on the instruction of the Class A Loan Noteholders) pursuant to the terms of the Class A Loan Note Agreement; or

(2) where such Class of Debt is not the Class A Debt, either:

(A) a resolution passed at a meeting of Noteholders duly convened and held in accordance with the Trust Deed by at least 75% of Eligible Persons voting at such meeting 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;

(B) a resolution in writing signed by or on behalf of the Noteholders of at least 75% in aggregate Principal Amount Outstanding of the relevant Class of Notes then outstanding, 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 of relevant Class of Notes; or

(C) 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 holding at least 75% in aggregate Principal Amount Outstanding of the relevant Class of Notes then outstanding.

"**Most Senior Debt Resolution**" means a Class of Debt Resolution in respect of the Most Senior Class of Debt.

"**Most Senior Debt Ordinary Resolution**" means a Class of Debt Ordinary Resolution in respect of the Most Senior Class of Debt.

"**Most Senior Debt Extraordinary Resolution**" means a Class of Debt Extraordinary Resolution in respect of the Most Senior Class of Debt.

"**Ordinary Resolution**" means, as applicable, a Class of Debt Ordinary Resolution, a Certificate Ordinary Resolution or a Most Senior Debt Ordinary Resolution.

"**Extraordinary Resolution**" means, as applicable, a Class of Debt Extraordinary Resolution, a Certificate Extraordinary Resolution or a Most Senior Debt Extraordinary Resolution.

(b) **Amendments and waiver**

(i) The Note Trustee may, and may direct the Security Trustee to, without the consent or sanction of the Debtholders, 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 Debt; 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 Debtholders, 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 Swap 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 Swap 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 Swap 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 the Swap Provider:

(i) 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) 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 Debt by such Rating Agency or (y) such Rating Agency placing any such Debt on rating watch negative (or equivalent); and

(cc) the Swap 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 Swap Provider to comply with any obligation which applies to it under EU EMIR and/or UK EMIR provided that the Issuer or the Swap Provider, as appropriate, certifies to the Note Trustee and the Security Trustee and the Swap 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 changes in the requirements of (i) Article 6 of the UK Securitisation Regulation or Article 6 of the EU 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 additional regulatory technical standards in relation to the UK Securitisation Regulation or the EU Securitisation Regulation (including the applicable reporting requirements thereunder), (ii) Regulation (EU) 2017/2401 (which amends Regulation (EU) No 575/2013 on prudential requirements for credit institutions and investment firms) and/or the UK CRR or (iii) 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 Tax 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 Swap Provider under the Swap Agreement in the form of securities, 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;

(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 Debt, 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 (including, but not limited to, transparency and/or investor due diligence) of and/or enabling the Issuer or the Seller to comply with an obligation in respect of the direct application of the requirements of the UK Securitisation Regulation and/or the indirect application of the EU Securitisation Regulation, together with any relevant laws, regulations, technical standards, rules, other implementing legislation, official guidance or policy statements, in each case as amended, varied or substituted from time to time after the Closing Date (including but not limited to: (a) the appointment of a third party to assist with the Issuer's reporting obligations pursuant to the UK Securitisation Regulation and/or in relation to the indirect application of the EU Securitisation Regulation; and (b) any required appointment of a securitisation repository), 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 the UK CRA Regulation or the EU CRA Regulation after the Closing Date, including as a result of the adoption of regulatory technical standards in relation to the UK CRA Regulation or the EU CRA Regulation (as applicable) 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 Swap 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**"), provided that in the case of a Modification pursuant to Conditions 12(b)(ii)(2), (3), (5) and (7) above:

(A) at least 30 calendar days' prior written notice (or in the case of Condition 12(b)(ii)(2) only, as soon as reasonably practicable and in any event not less than five Business Days prior to the date that such Modification is due to take effect) of any proposed Modification has been given to the Note Trustee and the Security Trustee; and

(B) the Modification Certificate in relation to such Modification shall be provided to the Note Trustee and the Security Trustee in draft form at the time the Note Trustee and the Security Trustee are notified of the proposed Modification and in final form on the date that such Modification takes effect,

and further provided that in the case of any Modification under this Condition 12(b)(ii) (other than in the case of a Modification pursuant to Conditions 12(b)(ii)(2), (3), (5) and (7) above):

(C) the Modification Certificate shall be provided to the Note Trustee and 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 Debtholders; and

(D) the 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 Modification takes effect; and

(E) a copy of the Modification Noteholder Notice (as defined below) provided to the Debtholders pursuant to Condition 12(b)(iv)(2) shall be appended to the 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 Debtholders, 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, the Class A Loan Note Agreement and/or any Transaction Document that the Issuer considers necessary or advisable for the purpose of changing the benchmark rate in respect of the Debt 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 swap agreement, for the purpose of aligning any such hedging or swap 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 Debt is calculated and/or notified to Debtholders 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) an alternative manner of calculating the Applicable Benchmark Rate being introduced and becoming a standard means of calculating interest for similar transactions;

(bb) 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

(cc) the insolvency or cessation of business of the administrator of the Applicable Benchmark Rate (in circumstances where no successor administrator has been appointed); or

(dd) 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

(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, 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

(ff) 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

(gg) 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

(hh) it having become unlawful and/or impossible and/or impracticable for the Interest Determination Agent, the Cash Manager or the Issuer to calculate any payments due to be made to any Debtholder using the Applicable Benchmark Rate; or

(ii) 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

(jj) the Calculation Agent makes adjustments to the Swap Agreement pursuant to the Swap Agreement and/or the Issuer and the Swap Provider agree to apply an alternative fallback (and make alternative adjustments, amendments and payments) in respect of the transaction under the Swap Agreement following the occurrence of a Benchmark Trigger Event thereunder; or

(kk) a Benchmark Rate Modification is being proposed pursuant to Condition 12(b)(viii); and

(B) 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 issue of Sterling-denominated asset-backed floating rate notes where the

originator of the relevant assets is Oodle 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)(B)(aa) nor Condition 12(b)(iii)(B)(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

(C) the same Alternative Benchmark Rate will be applied to all Classes of Debt issued in the same currency (and in the case of the Class A Debt, all Class A Notes and the Class A Loan Note); and

(D) 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

(E) 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

(F) the consent of each Secured Creditor which is a party to the relevant Transaction Document which is being amended 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 Debtholders will not be required); and

(G) 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 all costs, fees and expenses (including properly incurred legal fees) incurred by it in connection with the Benchmark Rate Modification,

provided that:

(aa) 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 Debtholders; and

(bb) 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

(cc) a copy of the Modification Noteholder Notice (as defined below) provided to Debtholders 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), (5) and (7) 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 Debt by such Rating Agency or (y) such Rating Agency placing any such Debt on rating watch negative (or equivalent); and

(2) the Issuer has provided written notice of the proposed Modification or Benchmark Rate Modification to the Debtholders 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 Debtholders of the Most Senior Class of Debt 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)(B), and, where Condition 12(b)(iii)(B)(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, subject to the prior written consent of the Swap Provider (not to be unreasonably withheld), be made to the Swap Agreement for the purpose of aligning the Swap 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 Debt 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 Debt 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 Debt 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 Debt 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 Debt 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 Debt other than the Most Senior Class of Debt shall be at least equal to that applicable to the Most Senior Class of Debt. In circumstances where the Issuer proposes a lower Note Rate Maintenance Adjustment on any Class of Debt other than the Most Senior Class of Debt than that which is proposed for the Most Senior Class of Debt or another Class of Debt which ranks senior to the Class of Debt 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 Debtholders of each Class of Debt outstanding on the Modification Record Date to which the lower Note Rate Maintenance Adjustment is proposed to be made;

(ee) any Note Rate Maintenance Adjustment applicable to the Class A Notes shall be identical to any change in margin under the Class A Loan Note; and

(ff) 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 Condition 12(b)(ii) or 12(b)(iii);

(3) Debtholders holding or representing at least 10% of the Outstanding Principal Amount of the Most Senior Class of Debt outstanding (or,

when there is no Debt outstanding, 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 the relevant Notes or Residual Certificates may be held, or in the case of the Class A Loan Noteholders by the Loan Note Paying Agent notifying the Issuer of the Principal Amount Outstanding of the Class A Loan Noteholders that do not consent, and such notice the Issuer may rely on absolutely without further enquiry or Liability to any person) within such notification period notifying the Issuer or the Note Trustee that such Debtholders (or Certificateholders, as the case may be) do not consent to the Modification or Benchmark Rate Modification.

If Debtholders representing at least 10% of the Outstanding Principal Amount of the Most Senior Class of Debt outstanding (or, when there is no Debt outstanding, 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 the relevant Notes or Residual Certificates may be held, or in the case of the Class A Loan Noteholders by the Loan Note Paying Agent notifying the Issuer of the Principal Amount Outstanding of the Class A Loan Noteholders that do not consent, and such notice the Issuer may rely on absolutely without further enquiry or Liability to any person) 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 Debt 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 in the case of a Benchmark Rate Modification (A) in circumstances where the Issuer proposes a lower Note Rate Maintenance Adjustment on any Class of Debt other than the Most Senior Class of Debt than that which is proposed for the Most Senior Class of Debt or another Class of Debt which ranks senior to the Class of Debt 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 Debt then outstanding and by the holders of each Class of Debt 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 Debt 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 Debtholder's holding of the Debt (or Certificateholder's holding of the Residual Certificates, as the case may be) on the Modification Record Date.

Where the Loan Note Paying Agent notifies the Issuer of a Principal Amount Outstanding of the Class A Loan Noteholders that do not consent, the Issuer may rely absolutely on the contents of such notice without further enquiry.

No Benchmark Rate Modification may be made to the Class A Notes unless a corresponding modification is made to the Class A Loan Note Agreement and no Benchmark Rate Modification may be made to the Class A Loan Note Agreement unless a corresponding modification is made to the Class A Notes.

(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 Debtholders, 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 Debtholders, 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) Notwithstanding the provisions of this Condition 12, any waiver, amendment and/or modification to any Transaction Document that has the effect of:

(1) altering, whether directly or indirectly, the definitions of "Swap Collateral", "Excess Swap Collateral", "Replacement Swap Premium" and/or "Swap Tax Credit";

(2) altering paragraph 7 (*Application of amounts in respect of Swap Collateral, Excess Swap Collateral, Swap Tax Credits and Replacement Swap Premium*) of Schedule 2 (*Cash Management and Maintenance of Ledgers*) of the Cash Management Agreement;

(3) altering any definitions and/or provisions of the Transaction Documents in relation to (A) the Swap Provider's rights in relation to any security granted by the Issuer in favour of the Security Trustee or (B) the Swap Provider's rights in respect to the management of and the control over the amounts standing to the credit of the Swap Collateral Account as set out in the Transaction Documents; or

(4) altering this Condition 12(b)(vi),

shall also require the prior written consent of the Swap Provider (acting reasonably).

(vii) Any Modification or Benchmark Rate Modification shall be binding on all Debtholders and Certificateholders and shall be notified by the Issuer as soon as reasonably practicable to:

(1) so long as any of the Debt rated by the Rating Agencies remains outstanding, each Rating Agency;

(2) the Secured Creditors;

(3) the Noteholders in accordance with Condition 15 (*Notices*); and

(4) the Class A Loan Noteholders in accordance with the Class A Loan Note Agreement.

(viii) 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 Debt pursuant to a Benchmark Rate Modification, the Issuer is entitled to propose a further Benchmark Rate Modification pursuant to Condition 12(b)(iii).

(ix) The Note Trustee may, and may direct the Security Trustee to, without the consent or sanction of the Debtholders, 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 Debt 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 Declaration of Trust without the consent of the Note Trustee provided that such modification is made in accordance with the terms of the 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 the 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 the Collection Account Declaration of Trust). Condition 12(b)(iv) above shall not apply to a modification made to the 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) (*Optional redemption for taxation reasons*), the Note Trustee may also agree, without the consent of the Debtholders 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 Debtholders.

(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 Debtholders 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 Debt 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, or (ii) the exchange of the Debt 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 Debt and the Residual Certificates, provided that the then current rating of each Class 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 Debt 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 Debt or the Residual Certificates. Any such substitution will be binding on the Debtholders.

(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 Debt 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 Debtholders 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 Debtholders 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 Debtholders be entitled to claim, from the Issuer or any other person any indemnification or payment for any Tax consequence of any exercise for individual Debtholders.

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 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 and the Class X 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 and Class X Notes 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 20 September 2022 (the "**Closing Date**") between Dowson 2022-2 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 2002 ISDA Master Agreement, the schedule thereto and the credit support annex thereunder (the "**Credit Support Annex**") each dated on or about 20 September 2022 and the interest rate swap confirmation between BNP Paribas as swap provider (the "**Swap Provider**", which expression includes its permitted successors and assigns) and the Issuer (together, the "**Swap Agreement**"), the Agency Agreement, the Receivables Sale and Purchase Agreement (as defined below), 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 seller power of attorney dated on or about the Closing Date given by the Seller, the Vehicle Sale Proceeds Floating Charge 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 Receivables Sale and Purchase Agreement, the Servicing Agreement, the Netting Letter, the Global Notes, the Class A Loan Note Agreement, the Global Residual Certificate, the Supplemental Collection Account Declaration 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 13 September 2022.

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 to finance the purchase from Oodle (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 an 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 EuroABS Limited 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; and

(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);

(d) then, to pay:

(i) all amounts (if any) due and payable to the Swap Provider under the Swap Agreement (excluding termination payments and any Swap Subordinated Amounts); and

(ii) all amounts (if any) due and payable to the Swap Provider under the Swap Agreement which represent termination payments (excluding any Swap Subordinated Amounts);

(e) then, *pro rata* and *pari passu*, to pay the Class A Noteholders and the Class A Loan Noteholders any due and payable Class A Interest Amount on the Class A Notes and the Class A Loan Note and, in respect of any previous Calculation Periods, any interest overdue on the Class A Notes and the Class A Loan Note on that Interest Payment Date;

(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, 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 (g));

(h) 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, in respect of any previous Calculation Periods, any Class B Interest Shortfall;

(i) 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 (i));

(j) 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 (j));

(k) 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, in respect of any previous Calculation Periods, any Class C Interest Shortfall;

(l) 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 (l));

(m) 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 (m));

(n) 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, in respect of any previous Calculation Periods, any Class D Interest Shortfall;

(o) 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 (o));

(p) 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 (p));

(q) 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, in respect of any previous Calculation Periods, any Class E Interest Shortfall;

(r) 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 (r));

(s) 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 (s));

(t) 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, in respect of any previous Calculation Periods, any Class F Interest Shortfall;

(u) 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 (u));

(v) 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 (v));

(w) then, *pro rata* and *pari passu*, to pay the Class X Noteholders any due and payable Class X Interest Amount on the Class X Notes and, in respect of any previous Calculation Periods, any Class X Interest Shortfall;

(x) then, *pro rata* and *pari passu*, to pay the Class X Noteholders, in accordance with the respective amounts thereof, principal on the Class X Notes;

(y) then, to pay any Swap Subordinated Amounts due and payable to the Swap Provider;

(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 an Acceleration Notice on the Issuer by the Note Trustee, (ii) the date on which the Aggregate Outstanding Principal Balance is zero, (iii) the Legal Maturity Date and (iv) (and including) the Final Class Interest Payment Date in respect of each Class of Debt, 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 item (g) of that definition) on such Interest Payment Date the Issuer shall apply the Reserve Fund Release Amount (as item (g) of the Available Revenue Receipts) in the following order:

(i) first, to pay any amounts remaining due and payable under items (a) to (c) (inclusive), (d)(i), (e) and (f) 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), (d)(i) and (h) 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), (d)(i) and (k) 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), (d)(i) and (n) 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), (d)(i) and (q) 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), (d)(i) and (t) 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 an 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 Debt in full, will direct the Security Trustee to take such action to enforce the Security as directed in writing 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, following redemption of the Debt in full, will do so if it has been directed in writing 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 an 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 (i) any Excess Swap Collateral which shall be returned directly to the Swap Provider (and for the avoidance of doubt, such payment shall be without regard to the relevant Priority of Payments) and (ii) in respect of the Swap Provider, prior to the designation of an early termination date under the Swap Agreement and the resulting application of the collateral by way of netting or set-off, an amount equal to the value of all Swap Collateral (other than Excess Swap Collateral) (and any interest or distributions in respect thereof)) received or recovered following service of an Acceleration Notice 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, to pay all amounts (if any) due and payable to the Swap Provider under the Swap Agreement (including termination payments but excluding any Swap Subordinated Amounts);

(d) then, *pro rata* and *pari passu*, to pay the Class A Noteholders and the Class A Loan Noteholders amounts in respect of interest and principal due and payable on the Class A Notes and the Class A Loan Note until the Class A Notes and the Class A Loan Note are redeemed in full;

(e) 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;

(f) 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;

(g) 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;

(h) 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;

(i) then, *pro rata* and *pari passu*, to pay the Class X Noteholders amounts in respect of interest and principal due and payable on the Class X Notes until the Class X Notes are redeemed in full;

(j) 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;

(k) then, to pay any Swap Subordinated Amounts due and payable to the Swap Provider;

(l) 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

(m) 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 Debt remains outstanding, to take into account only the interests of the Debtholders (or the relevant Class thereof) if, in the opinion of the Note Trustee, there is a conflict between the interests of the Debtholders (or any Class thereof) and the interests of the Certificateholders.

(iii) For so long as any Debt remains 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 procure that hedging arrangements on terms substantially similar to those in the Swap 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, permitted or contemplated 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, in each case, 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 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 EU Insolvency Regulation, the UK Insolvency Regulation and the UNCITRAL Implementing Regulations) or take any action that will cause its "centre of main interests" (for the purposes of the EU Insolvency Regulation, the UK 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 Declaration of Trust) the Collection Account, 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 in relation to the number of Residual Certificates in issue.

(b) **Payment**

A Residual Certificate Payment may be payable in respect of the Residual Certificates on each Interest Payment Date and each other 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 Swap 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 Debt (including in accordance with Condition 5(b) (*Optional redemption for taxation reasons*), Condition 5(d) (*Clean-Up Call*), Condition 5(e) (*Optional Early Redemption*) and Clause 9 (*Repayment of Principal*) of the Class A Loan Note Agreement), 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 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 if there is a failure to make payment of any amount in respect of any Note or Residual Certificate when due, 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 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***

Provided all of the Debt has been redeemed in full, if any of the following events (each an "**Event of Default**") occurs, the Note Trustee (1) at its absolute discretion may, and (2), if so directed in writing 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 an 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) an Insolvency Event occurs in respect of the Issuer;

(b) 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);

(c) 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 (only if the Note Trustee has certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Certificateholders); 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 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***

(a) 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.

(b) 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 (i) except as otherwise directed by the Most Senior Class of Debt acting by way of an Extraordinary Resolution at the relevant date, or (ii) 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.

(c) 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 (including by way of conference call, including by use of a videoconference platform) 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 X Noteholders and the Certificateholders to consider any matter affecting their interests, including the sanctioning by an Extraordinary Resolution modification of these Residual Certificate Conditions, the Conditions or the provisions of any of the Transaction Documents. The Note Trustee shall exercise certain rights given to the Class A Loan Noteholders under the Transaction Documents in accordance with the instructions it receives from the Loan Note Paying Agent given on behalf of the Class A Loan Noteholders pursuant to the Class A Loan Note Agreement.

(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 the Debt;

(2) sanction a modification of the date of payment of principal or interest in respect of the Debt, or where applicable, of the method of calculating the date of payment of principal or interest in respect of the Debt, 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 Debt, or where applicable, of the method of calculating the amount payable of any principal or interest in respect of the Debt, or of the method of calculating the amounts payable in respect of the Residual Certificates (including, in relation to any Class of Debt or the Residual Certificates, if any such modification is proposed for any Class of Debt ranking senior to such Class or the Residual Certificates in the Priorities of Payments);

(4) alter the currency in which payments under the Debt 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 Debt 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 an 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) a Most Senior Debt Extraordinary Resolution shall be binding on (A) such Debtholders and all other Classes of Noteholders and (B) the Certificateholders, irrespective of the effect upon them;

(2) no Extraordinary Resolution of any Class of Noteholders (which are not the Most Senior Class of Debt) or the Certificateholders (other than an Extraordinary Resolution referred to in paragraph (v)(3)) 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 Extraordinary Resolution of each of the more senior ranking Classes of Debt; and

(3) no Extraordinary Resolution involving a Basic Terms Modification that is passed by the holders of one Class of Debt or the Certificateholders shall be effective unless it is sanctioned by an Extraordinary Resolution of the holders of the other Classes of Debt then outstanding and the Certificateholders.

(vi) Subject to paragraph (vii) below:

(1) a Class of Debt Ordinary Resolution shall be binding on all Debtholders of such Class or Classes (irrespective of the effect upon them);

(2) no Ordinary Resolution of any Class of Debtholders 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 Debtholders or (B) it is sanctioned by an Ordinary Resolution of each of the more senior ranking Classes of the holders of the other Classes of Debt then outstanding and the Certificateholders or (C) none of the more senior ranking Classes of Notes remains outstanding.

(vii) Subject to paragraph (v)(3), a resolution which in the opinion of the Note Trustee affects the interests of the holders of the Debt of only one Class or the Residual Certificates only:

(1) where such Class of Debt is the Class A Debt such resolution shall only be deemed to have been duly passed if:

i. either: (X) passed by a separate meeting of the holders of the Class A Notes; or (Y) such resolution is designated as a Class A Quorum Failure Resolution in accordance with Condition 12(a)(ix); and

ii. authorised by the Loan Note Paying Agent (acting solely on the instruction of the Class A Loan Noteholders) pursuant to the terms of the Class A Loan Note Agreement; or

(2) where such Class of Debt is not the Class A Debt, 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 Debt or of the Certificateholders

(viii) For the purposes of these Residual Conditions:

"**Most Senior Class of Debt**" means the Class A Debt for so long as there is any Class A Debt outstanding; thereafter the Class B Notes for so long as there are any Class B Notes outstanding; thereafter the Class C Notes for so long as there are any Class C Notes outstanding; thereafter the Class D Notes for so long as there are any Class D Notes outstanding; thereafter the Class E Notes for so long as there are any Class E Notes outstanding; thereafter the Class F Notes for so long as there are any Class F Notes outstanding; thereafter the Class X Notes for so long as there are any Class X Notes outstanding.

"**Class of Debt Resolution**" means a Class of Debt Ordinary Resolution or a Class of Debt Extraordinary Resolution.

"**Class of Debt Ordinary Resolution**" means, in respect of a Class of Debt:

(1) where such Class of Debt is the Class A Debt, a resolution that is both:

(A) either:

i. a resolution passed at a meeting of the Class A Noteholders duly convened and held in accordance with the Trust Deed by at least 50% of the Eligible Persons voting at such meeting upon a show of hands or, if a poll is duly demanded, by at least 50% of the votes cast on such poll;

ii. a resolution in writing signed by or on behalf of the Class A Noteholders of at least 50% in aggregate Principal Amount Outstanding of the Class A Notes then outstanding, 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 Class A Noteholders;

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 Class A Noteholders holding at least 50% in aggregate Principal Amount Outstanding of the Class A Notes then outstanding; or

iv. designated as a Class A Quorum Failure Resolution in accordance with Condition 12.1(a)(ix); and

(B) authorised by the Loan Note Paying Agent (acting solely on the instruction of the Class A Loan Noteholders) pursuant to the terms of the Class A Loan Note Agreement; or

(2) where such Class of Debt is not the Class A Debt, either:

(A) a resolution passed at a meeting of Noteholders duly convened and held in accordance with the Trust Deed by at least 50% of Eligible Persons voting at such meeting upon a show of hands or, if a poll is duly demanded, by at least 75% of the votes cast on such poll;

(B) a resolution in writing signed by or on behalf of the Noteholders of at least 50% in aggregate Principal Amount Outstanding of the relevant Class of Notes then outstanding, 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 of relevant Class of Notes; or

(C) 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 holding at least 50% in aggregate Principal Amount Outstanding of the relevant Class of Notes then outstanding.

"**Class of Debt Extraordinary Resolution**" means, in respect of a Class of Debt:

(1) where such Class of Debt is the Class A Debt, a resolution that is both:

(A) either:

i. a resolution passed at a meeting of the holders of the Class A Notes duly convened and held in accordance with the Trust Deed by at least 75% of the Eligible Persons voting at such meeting upon a show of hands or, if a poll is duly demanded, by at least 75% of the votes cast on such poll;

ii. a resolution in writing signed by or on behalf of the Class A Noteholders of at least 75% in aggregate Principal Amount Outstanding of the Class A Notes then outstanding, 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 Class A Noteholders;

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 Class A Noteholders holding at least 75% in aggregate Principal Amount Outstanding of the Class A Notes then outstanding; or

iv. designated as a Class A Quorum Failure Resolution in accordance with Condition 12.1(a)(ix); and

(B) authorised by the Loan Note Paying Agent (acting solely on the instruction of the Class A Loan Noteholders) pursuant to the terms of the Class A Loan Note Agreement; or

(2) where such Class of Debt is not the Class A Debt, either:

(A) a resolution passed at a meeting of Noteholders duly convened and held in accordance with the Trust Deed by at least 75% of Eligible Persons voting at such meeting 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;

(B) a resolution in writing signed by or on behalf of the Noteholders of at least 75% in aggregate Principal Amount Outstanding of the relevant Class of Notes then outstanding, 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 of relevant Class of Notes; or

(C) 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 holding at least 75% in aggregate

Principal Amount Outstanding of the relevant Class of Notes then outstanding.

"**Most Senior Debt Resolution**" means a Class of Debt Resolution in respect of the Most Senior Class of Debt.

"**Most Senior Debt Ordinary Resolution**" means a Class of Debt Ordinary Resolution in respect of the Most Senior Class of Debt.

"**Most Senior Debt Extraordinary Resolution**" means a Class of Debt Extraordinary Resolution in respect of the Most Senior Class of Debt.

"**Ordinary Resolution**" means, as applicable, a Class of Debt Ordinary Resolution, a Certificate Ordinary Resolution or a Most Senior Debt Ordinary Resolution.

"**Extraordinary Resolution**" means, as applicable, a Class of Debt Extraordinary Resolution, a Certificate Extraordinary Resolution or a Most Senior Debt Extraordinary Resolution.

(b) **Amendments and waiver**

(i) The Note Trustee may, and may direct the Security Trustee to, without the consent or sanction of the Debtholders, 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 Debt; 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 Debtholders, 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 Swap 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 Swap 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 Swap 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 the Swap Provider:

(i) 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) 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 Debt by such Rating Agency or (y) such Rating Agency placing any such Debt on rating watch negative (or equivalent); and

(cc) the Swap 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 Swap Provider to comply with any obligation which applies to it under EU EMIR and/or UK EMIR, provided that the Issuer or the Swap Provider, as appropriate, certifies to the Note Trustee and the Security Trustee and the Swap 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 changes in the requirements of (i) Article 6 of the UK Securitisation Regulation or Article 6 of the EU 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 additional regulatory technical standards in relation to the UK Securitisation Regulation or the EU Securitisation Regulation (including the applicable reporting requirements thereunder), (ii) Regulation (EU) 2017/2401 (which amends Regulation (EU) No 575/2013 on prudential requirements for credit institutions and investment firms) and/or the UK CRR or (iii) 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 Tax 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 Swap Provider under the Swap Agreement in the form of securities, 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;

(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 Debt, 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 (including, but not limited to, transparency and/or investor due diligence) of and/or enabling the Issuer or the Seller to comply with an obligation in respect of the direct application of the requirements of the

UK Securitisation Regulation and/or the indirect application of the EU Securitisation Regulation, together with any relevant laws, regulations, technical standards, rules, other implementing legislation, official guidance or policy statements, in each case as amended, varied or substituted from time to time after the Closing Date (including but not limited to: (a) the appointment of a third party to assist with the Issuer's reporting obligations pursuant to the UK Securitisation Regulation and/or in relation to the indirect application of the EU Securitisation Regulation; and (b) any required appointment of a securitisation repository), 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 the UK CRA Regulation or the EU CRA Regulation after the Closing Date, including as a result of the adoption of regulatory technical standards in relation to the UK CRA Regulation or the EU CRA Regulation (as applicable) 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 Swap 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**"), provided that in the case of a Modification pursuant to Residual Certificate Conditions 10(b)(ii)(2), (3), (5) and (7) above:

(A) at least 30 calendar days' prior written notice (or in the case of Residual Certificate Condition 10(b)(ii)(2) only, as soon as reasonably practicable and in any event not less than five Business Days prior to the date that such Modification is due to take effect) of any proposed Modification has been given to the Note Trustee and the Security Trustee; and

(B) the Modification Certificate in relation to such Modification shall be provided to the Note Trustee and the Security Trustee in draft form at the time the Note Trustee and the Security Trustee are notified of the proposed Modification and in final form on the date that such Modification takes effect,

and further provided that in the case of any Modification under this Residual Certificate Condition 10(b)(ii) (other than in the case of a Modification pursuant to Residual Certificate Conditions 10(b)(ii)(2), (3), (5) and (7) above):

(C) the Modification Certificate shall be provided to the Note Trustee and 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 Debtholders; and

(D) the 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 Modification takes effect; and

(E) a copy of the Modification Noteholder Notice (as defined below) provided to the Debtholders pursuant to Residual Certificate Condition 10(b)(iv)(2) shall be appended to the 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 Debtholders, 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, the Class A Loan Note Agreement and/or any Transaction Document that the Issuer considers necessary or advisable for the purpose of changing the benchmark rate in respect of the Debt 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 swap agreement, for the purpose of aligning any such hedging or swap 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 Debt is calculated and/or notified to Debtholders or other such consequential modifications) (a "**Benchmark Rate Modification**"), 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), (5) and (7) 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 Debt by such Rating Agency or (y) such Rating Agency placing any such Debt 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 Debtholders of the Most Senior Class of Debt 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)(B), and, where Condition 12(b)(iii)(B)(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, subject to the prior written consent of the Swap Provider (not to be unreasonably withheld), be made to the Swap Agreement for the purpose of aligning the Swap 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 Debt 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 Debt 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 Debt 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 Debt 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 Debt 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 Debt other than the Most Senior Class of Debt shall be at least equal to that applicable to the Most Senior Class of Debt. In circumstances where the Issuer proposes a lower Note Rate Maintenance Adjustment on any Class of Debt other than the Most Senior Class of Debt than that which is proposed for the Most Senior Class of Debt or another Class of Debt which ranks senior to

the Class of Debt 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 Debtholders of each Class of Debt outstanding on the Modification Record Date to which the lower Note Rate Maintenance Adjustment is proposed to be made;

(ee) any Note Rate Maintenance Adjustment applicable to the Class A Notes shall be identical to any change in margin under the Class A Loan Note; and

(ff) 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 Residual Certificate Condition 10(b)(ii) or 10(b)(iii);

(3) Debtholders holding or representing at least 10% of the Outstanding Principal Amount of the Most Senior Class of Debt outstanding (or, when there is no Debt outstanding, 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 the relevant Notes or Residual Certificates may be held, or in the case of the Class A Loan Noteholders by the Loan Note Paying Agent notifying the Issuer of the Principal Amount Outstanding of the Class A Loan Noteholders that do not consent, and such notice the Issuer may rely on absolutely without further enquiry or Liability to any person) within such notification period notifying the Issuer or the Note Trustee that such Debtholders (or Certificateholders, as the case may be) do not consent to the Modification or Benchmark Rate Modification.

If Debtholders representing at least 10% of the Outstanding Principal Amount of the Most Senior Class of Debt outstanding (or, when there is no Debt outstanding, 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 the relevant Notes or Residual Certificates may be held, or in the case of the Class A Loan Noteholders by the Loan Note Paying Agent notifying the Issuer of the Principal Amount Outstanding of the Class A Loan Noteholders that do not consent, and such notice the Issuer may rely on absolutely without further enquiry or Liability to any person) 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 Debt 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 in the case of a Benchmark Rate Modification (A) in circumstances where the Issuer proposes a lower Note Rate Maintenance Adjustment on any Class of Debt other than the Most Senior Class of Debt than that which is proposed for the Most Senior Class of Debt or another Class of Debt which ranks senior to the Class of Debt 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 Debt then outstanding and by the holders of each Class of Debt 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 Debt 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 Debtholder's holding of the Debt (or Certificateholder's holding of the Residual Certificates, as the case may be) on the Modification Record Date.

Where the Loan Note Paying Agent notifies the Issuer of a Principal Amount Outstanding of the Class A Loan Noteholders that do not consent, the Issuer may rely absolutely on the contents of such notice without further enquiry.

No Benchmark Rate Modification may be made to the Class A Notes unless a corresponding modification is made to the Class A Loan Note Agreement and no Benchmark Rate Modification may be made to the Class A Loan Note Agreement unless a corresponding modification is made to the Class A Notes.

(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) or 10(b)(iii):

(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) Notwithstanding the provisions of this Residual Certificate Condition 10, any waiver, amendment and/or modification to any Transaction Document that has the effect of:

(1) altering, whether directly or indirectly, the definitions of "Swap Collateral", "Excess Swap Collateral", "Replacement Swap Premium" and/or "Swap Tax Credit";

(2) altering paragraph 7 (*Application of amounts in respect of Swap Collateral, Excess Swap Collateral, Swap Tax Credits and Replacement Swap Premium*) of Schedule 2 (*Cash Management and Maintenance of Ledgers*) of the Cash Management Agreement;

(3) altering any definitions and/or provisions of the Transaction Documents in relation to (A) the Swap Provider's rights in relation to any security granted by the Issuer in favour of the Security Trustee or (B) the Swap Provider's rights in respect to the management of and the control over the amounts standing to the credit of the Swap Collateral Account as set out in the Transaction Documents; or

(4) altering this Residual Certificate Condition 10(b)(vi),

shall also require the prior written consent of the Swap Provider (acting reasonably).

(vii) Any Modification or Benchmark Rate Modification shall be binding on all Debtholders and Certificateholders and shall be notified by the Issuer as soon as reasonably practicable to:

(1) so long as any of the Debt rated by the Rating Agencies remains outstanding, each Rating Agency;

(2) the Secured Creditors;

(3) the Certificateholders in accordance with Residual Certificate Condition 13 (*Notices*); and

(4) the Class A Loan Noteholders in accordance with the Class A Loan Note Agreement.

(viii) 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 Debt 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).

(ix) The Note Trustee may, and may direct the Security Trustee to, without the consent or sanction of the Debtholders, 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 Debt 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 Declaration of Trust without the consent of the Note Trustee provided that such modification is made in accordance with the terms of the 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 the 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 the Collection Account Declaration of Trust). Residual Certificate Condition 10(b)(iv) above shall not apply to a modification made to the 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) (*Optional 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 Debt 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, or (ii) the exchange of the Debt 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 Debt and the Residual Certificates, provided that the then current rating of each Class 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 Debt 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 Debt 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 Debt 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 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.

OVERVIEW 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 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 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 (or, in respect to the Dowson 2020-1 Receivables, on the Dowson 2020-1 Sale Date) to the Issuer and the Issuer will purchase from the Seller all right, title and interest of the Seller in the Receivables and their related 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.

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 PORTFOLIO – Seller Receivables Warranties*" (the "**Seller Receivables Warranties**") regarding the Purchased Receivables and the related Financing 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 (or, in respect to the Dowson 2020-1 Receivables, on the Dowson 2020-1 Sale Date) (and, for so long as the Seller is the Servicer, and in respect only of each Purchased Receivable to be varied on such date, the Seller will represent and warrant on such date on which a Permitted Variation is agreed by the Servicer that the Variation is a Permitted Variation) 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.

To the extent that a Seller Receivables Warranty given by the Seller in respect of a Purchased Receivable proves to have been incorrect on the date on which such Seller Receivables Warranty was made (other than by reason of a related Financing Agreement being determined to be illegal, invalid, non-binding or unenforceable under the CCA or the FSMA), where such breach materially and adversely affects the interests of the Issuer in any Purchased Receivable and, if applicable, the relevant breach cannot be remedied, 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) the greater of:

(1) (a) its Initial Purchase Price less (b) 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; and

(2) the Outstanding Principal Balance of such Non-Compliant Receivable as at the Repurchase Date;

plus,

(ii) any accrued and unpaid income in respect thereof as at the Repurchase Date; and

(iii) plus, where the repurchase results in a Termination Event (as such term is defined in the Swap Agreement) under the Swap Agreement, an amount equal to any termination payment payable by the Issuer to the Swap Provider in relation to such Termination Event or minus an amount equal to any termination payment payable by the Swap Provider to the Issuer in relation to such Termination Event,

(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 annual percentage rate 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 Financing 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 shall cure such illegality, invalidity or unenforceability or the Purchased Receivables being non-binding.

The Seller shall repurchase the relevant Non-Compliant Receivables and/or pay the relevant Non-Compliant Receivable Repurchase Price, Receivables Indemnity Amount or CCA Compensation Amount (as the case may be) by no later than the end of the Calculation Period immediately following the Calculation Period in which the relevant breach of Seller Receivables Warranty 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 (or with respect to the Dowson 2020-1 Receivables, as of the Dowson 2020-1 Sale Date) by reference to the facts and circumstances subsisting as at the Cut-Off Date. See "*DESCRIPTION OF THE PORTFOLIO — 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 properly incurred 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 Seller Receivables Warranties (and therefore the Eligibility Criteria) (as at the relevant time when the Seller Receivables Warranties are given), 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 EU Insolvency Regulation, the UK Insolvency Regulation and the UNCITRAL Implementing Regulations is in England and it does not have any "establishment" (as defined in the EU Insolvency Regulation, the UK Insolvency Regulation and the UNCITRAL Implementing Regulations) other than in the United Kingdom.

Title to Vehicles

Title to the Vehicles financed by Financing Agreements included in the Portfolio will remain with Oodle until it is transferred to the relevant Obligor under the terms of the relevant Financing Agreement or is sold by Oodle following repossession of the Vehicle from the relevant Obligor.

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 Collection Account 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.

Vehicle Sale Proceeds Floating Charge

In relation to any Vehicles located in Scotland, at the same time as completion of the sale of the Receivables (together with their Ancillary Rights), the Seller will grant a Vehicle Sale Proceeds Floating Charge in favour of the Issuer in respect of Vehicle Sale Proceeds. The Seller will also undertake forthwith upon request by the Issuer to execute the Scottish Supplemental Charge of the Issuer's interest in the Vehicle Sale Proceeds Floating Charge for the purpose of acknowledging receipt of intimation of such assignation.

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), 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:

(a) the greater of:

  (i) (A) its Initial Purchase Price less (B) 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; and

  (ii) the Outstanding Principal Balance of such Non-Permitted Variation Receivable as at the Repurchase Date;

plus,

(b) any accrued and unpaid income in respect thereof as at the date of the repurchase; and

(c) plus where the repurchase of the Non-Permitted Variation Receivable results in a Termination Event (as such term is defined in the Swap Agreement) under the Swap Agreement, an amount equal to any termination payment payable by the Issuer to the Swap Provider in relation to such Termination Event or minus an amount equal to any

termination payment payable by the Swap Provider to the Issuer in relation to such Termination Event,

(the "**Non-Permitted Variation Receivable Repurchase Price**").

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 Acceleration Notice has been served) 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 should 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 Debt pursuant to Condition 5(b) (*Optional redemption for taxation reasons*) and Clause 9.2 (*Optional redemption for taxation reasons*) of the Class A Loan Note Agreement (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.

Optional Early Redemption Receivables Call Option

If the Issuer fixes a date for redemption of the Debt pursuant to Condition 5(e) (*Optional Early Redemption*) and Clause 9.5 (*Optional Early Redemption*) of the Class A Loan Note Agreement (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 Optional Early Redemption 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 an Acceleration Notice) the Security Trustee, in each case, following the occurrence of a Perfection Event.

Should the Servicer fail to notify the Obligors, 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 promptly delivering a Perfection Event Notice. Furthermore, at any time after the occurrence of a Perfection Event, each of the Issuer and the Security Trustee 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.

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 Sale Proceeds Floating Charge 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 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 an 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 level of skill, care and diligence of a reasonably prudent servicer of automotive hire purchase agreements in the United Kingdom (and no lesser level of skill, care and diligence than it would exercise if it were administering receivables in respect of which it held the entire benefit (both legally and beneficially), 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 the 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, in each case, subject to the Credit and Collection Procedures (together, the "**Servicer Standard of Care**").

General Administration Obligations in relation to the Portfolio

The Servicer shall, subject to the Credit and Collections Procedures, use all reasonable endeavours to:

(a) collect all Collections (including any Vehicle Sale Proceeds) under or in connection with the relevant Financing 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 Financing 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 Financing Agreements and the Credit and Collection Procedures.

The Servicer shall also:

(a) assist the Issuer's auditors and provide, subject to the Data Protection Laws, information (within the control of the Servicer) to them upon request;

(b) promptly notify all Obligors following the occurrence of a Perfection Event or, if the Servicer fails to deliver such Perfection Event Notice, 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 on becoming aware of the occurrence of any Perfection Event or Servicer Termination Event.

The Servicer will administer the Portfolio in accordance with its 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.

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:

(a) use reasonable efforts to ensure that all amounts received by the Servicer or into the Collection Account in respect of Purchased Receivables deriving from the related Financing Agreement or Ancillary Rights from the Obligor or a third party including any amounts representing the Vehicle Sale Proceeds are either paid by the Obligor directly into the Collection Account or are collected by a Collection Agent and transferred by the Collection Agent into the Collection Account; and

(b) procure that all sums so collected are transferred into the Transaction Account in accordance with the Servicing Agreement and the 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 later of (i) the Servicer applying such Collections to an Obligor's account and (ii) the Servicer identifying such Collections as received in the Collection Account (or, in respect of Collections relating to the Closing Date Receivables 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 the Security Trustee.

Records

The Servicer shall:

(a) keep and maintain an Obligor Ledger with respect to each Financing 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 Financing 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 and unequivocally identifiable from data contained in the Receivables Listing or the relevant Sale Notice (as applicable);

(f) keep such records in relation to the Purchased Receivables as it (acting reasonably) considers necessary in accordance with the Credit and Collections Procedures 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

The Servicer will prepare (or procure the preparation of):

(a) the EU Quarterly Servicer Data Tape as required by and in accordance with Article 7(1)(a) of the EU Securitisation Regulation and the EU Article 7 Technical Standards and (save to the extent that the Issuer is permitted by the FCA to provide only an EU Quarterly Servicer Data Tape) the UK Quarterly Servicer Data Tape as required by and in accordance with Article 7(1)(a) of the UK Securitisation Regulation and the UK Article 7 Technical Standards.

(a) any EU SR Inside Information and Significant Event Report as required by and in accordance with Article 7(1)(f) and/or Article 7(1)(g) (as applicable) of the EU Securitisation Regulation and the EU Article 7 Technical Standards and (save to the extent that the Issuer is permitted by the FCA to provide only an EU SR Inside

Information and Significant Event Report) any UK SR Inside Information and Significant Event Report as required by and in accordance with Article 7(1)(f) and/or Article 7(1)(g) (as applicable) of the UK Securitisation Regulation and the UK Article 7 Technical Standards.

The Servicer will make the information set out in paragraph (a) above available no later than 5 p.m. on the Interest Payment Date in each Quarterly Reporting Month 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 Swap Provider; and

(ii) the Noteholders, the Class A Loan 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 EuroABS for EuroABS to procure the publication of such information on the Reporting Website.

The Servicer will prepare and, on or prior to each Reporting Date, will deliver via facsimile, email, CD-ROM or any other agreed electronic means to the Issuer and 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.

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 Financing 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 (excluding, for the avoidance of doubt, any such reduction effected as a result of a repayment or prepayment of that related Financing Agreement by the Obligor);

(b) sanctioning any kind of payment holiday;

(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 (excluding, for the avoidance of doubt, any reduction in the total interest payable resulting from a repayment or prepayment of that related Financing Agreement by the Obligor);

(d) extending the term of the Purchased Receivable;

(e) reducing the total number of Regular Payments (excluding, for the avoidance of doubt, any such reduction effected as a result of a repayment or prepayment of that related Financing Agreement by the Obligor); or

(f) providing for a final payment greater than the amount of any Regular 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 or pursuant to applicable law or regulation and/or the request of any competent regulatory authority.

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 is required by Applicable Law or is made in accordance with the Servicer Standard of Care.

Any material change in the Credit and Collection Procedures which relates 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.

Termination of Financing 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 Financing Agreement, comply in all material respects with the applicable Credit and Collection Procedures.

In relation to (i) any termination of a Financing Agreement following default by the Obligor; (ii) any sale of a Vehicle following such termination; (iii) any early payment of all amounts outstanding under a Financing Agreement by the relevant Obligor prior to the original maturity of the relevant Financing Agreement; or (iv) any voluntary surrender by an Obligor of the Vehicle to which such Financing Agreement relates prior to the scheduled maturity of the relevant Financing 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*, (1) 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 and (2) where the arrangements may involve the sub-contractor or delegate receiving monies belonging to the Issuer, either (i) the Servicer shall arrange for the relevant sub-contractor or delegate to acknowledge that any such monies are held on trust for the Issuer or (ii) where the arrangements involve the collection of monies belonging to the Issuer by a Collection Agent, such monies are held by the Collection Agent in accordance with Regulation 23 (Safeguarding requirements) of the Payment Services Regulations 2017. Under Regulation 23 of the Payment Services Regulations 2017, a Collection Agent is required, among other things, to either hold relevant funds (such as any Collections that it receives) segregated from any other funds that it holds which are not subject to the safeguarding requirements or ensure that such relevant funds are covered by an insurance policy or comparable guarantee.

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 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 (and any such costs, expenses or charges not reimbursed to the Servicer on any previous Interest Payment Date 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.

Termination of appointment of the Servicer

Upon the occurrence of any Servicer Termination Event, the Issuer and the Security Trustee will have the right to remove Oodle as Servicer. If the appointment of Oodle 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 Oodle agrees to provide under the Servicing Agreement.

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 Oodle 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 Notes.

The outgoing Servicer and the Issuer will execute such documents and take such actions as the Issuer may reasonably 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 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.

Any termination 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 Swap 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, 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 (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 3 (*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 (or such longer period as the Issuer and the Standby Servicer may agree in writing) (the "**Standby Servicer Succession Date**").

Following receipt of a Standby Servicer Notice, 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 to ensure that at any time between annual reviews, it is able to provide access to its data to the Standby Servicer as the same may have been modified at the immediately preceding annual review.

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 £500,000, 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 in accordance with the terms of the Servicing Agreement and the Standby Servicer has provided such replacement standby servicer all information, data 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 delivery of an Acceleration Notice or notice that the Security Trustee has taken any action to enforce the Security only) or the Security Trustee (after delivery of an Acceleration Notice 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), 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 Transaction Documents 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 Transaction Documents.

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)**", "**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 A Loan Note, 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 (l) 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 Tax 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 an 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 (j) 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 (m) 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 (p) 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 (s) 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 (v) 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 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 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 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 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 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 Principal Amount of the Class A Notes and the Class A Loan Note; 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 (g) 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 (i) 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 (l) 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 (o) 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 (r) 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 (u) 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 (c) (inclusive), (d)(i), (e) and (f) 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), (d)(i) (inclusive) and (h) 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), (d)(i) and (k) 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), (d)(i) and (n) 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), (d)(i) and (q) 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), (d)(i) and (t) 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 EU Quarterly Servicer Data Tape and (if applicable) the UK Quarterly Servicer Data Tape on the Reporting Date in each Quarterly Reporting Month, the Cash Manager will prepare the EU Quarterly Investor Report and (if applicable) any UK Quarterly Investor Report, respectively, in each case in respect of the immediately preceding Calculation Period.

The Issuer (or the Servicer on its behalf) shall provide written instructions to the Cash Manager, by no later than three Business Days prior to the Reporting Date in the relevant Quarterly Reporting Month, if the Cash Manager is required to provide (in addition to an EU Quarterly Investor Report) a UK Quarterly Investor Report in respect of the immediately preceding Calculation Period.

Prior to the receipt of such written instructions, the Cash Manager shall only be obliged to prepare the EU Quarterly Investor Reports. Following the receipt of such written instructions (which, for the avoidance of doubt, only have to be provided to the Cash Manager once), the Cash Manager will prepare the EU Quarterly Investor Reports and the UK Quarterly Investor Reports, unless otherwise agreed with the Servicer.

The Servicer shall monitor if ESMA or the UK Competent Authority (as defined in the UK Securitisation Regulation) or any other relevant regulatory or competent authority publishes or amends any investor reporting template relevant to the transaction under the EU Securitisation Regulation or the UK Securitisation Regulation 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, the Cash Manager and the Servicer shall use all reasonable endeavours to consult on any changes required to the format, timing, frequency of distribution and method of distribution of the EU Quarterly Investor Report and/or the UK Quarterly Investor Report (as applicable) and following such consultation, the Cash Manager shall provide such additional or alternative reporting and information as agreed (and, in any event, the Cash Manager will, following the SR Reporting Notification, continue to prepare the EU Quarterly Investor Reports and (to the extent it has received written instructions from the Issuer (or the Servicer on the Issuer's behalf) the UK Quarterly Investor Reports, unless otherwise agreed with the Servicer).

The Cash Manager shall make the Monthly Investor Report, the EU Quarterly Investor Report and any UK Quarterly Investor Report available to the Issuer, the Servicer, the Seller, Noteholders, the Class A Loan Noteholders, the Certificateholders, the Swap Provider and the Rating Agencies by publication on the Structured Finance website https://sf.citidirect.com/stfin/index.html on:

(a) in respect of the Monthly Investor Report, each Interest Payment Date; and

(b) in respect of the EU Quarterly Investor Report and any UK Quarterly Investor Report, the Interest Payment Date in each Quarterly Reporting Month.

The Cash Manager shall make the EU Quarterly Investor Report and any UK Quarterly Investor Report available to the Noteholders, the Class A Loan Noteholders, the Certificateholders, the competent authorities and, upon request, to potential noteholders and potential certificateholders by emailing such information to EuroABS in order for EuroABS to procure the publication of such information on the Reporting Website on the Interest Payment Date in each Reporting Month.

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 (g) 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 with the prior consent of the Servicer (except where a Servicer Termination Event has occurred, such consent not to be unreasonably withheld) 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 a payment when such instruction is required to be made by the Cash Manager under the Cash Management Agreement (subject to there being sufficient funds in the relevant Issuer Account for such purpose) 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 such default continues unremedied for a period of 30 Business Days after the earlier of the Cash Manager becoming aware of such default (where capable of remedy) and receipt by the Cash Manager of written notice from the Issuer or the Security Trustee, as applicable, requiring the same to be remedied (where capable of remedy);

(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;

(d) the Cash Manager ceases or threatens to cease business;

(e) a Force Majeure Event continues in relation to the Cash Manager for more than 10 Business Days; or

(f) 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 of 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 and the Servicer 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 on 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 Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.

The Corporate Servicer 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 Servicer 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 terminate its own appointment 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.

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 procure that all Collections in respect of a Calculation Period (other than any Excess Amounts, Excluded Amounts or, if relevant, Excess Recoveries Amounts) standing to the credit of the Collection Account are remitted to the Transaction Account within 2 Business Days of the later of (i) the Servicer applying such Collections to an Obligor's account and (ii) the Servicer identifying such Collections as received in the Collection Account (or, in respect of Collections relating to the Closing Date Receivables 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 an 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 Tax 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 2,821,500 in relation to the Reserve Fund Ledger (Class A), GBP 358,000 in relation to the Reserve Fund Ledger (Class B), GBP 269,000 in relation to the Reserve Fund Ledger (Class C), GBP 149,000 in relation to the Reserve Fund Ledger (Class D), GBP 179,000 in relation to the Reserve Fund Ledger (Class E) and GBP 149,000 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 an 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 A Loan Note, 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 Debt 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 an 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 or Optional Early Redemption 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 Debt, the balance standing to the credit of the applicable sub-ledger of the Reserve Fund in relation to that Class of Debt will be released and applied as Available Revenue Receipts on such Final Class Interest Payment Date.

Following the service of an Acceleration Notice the balance standing to the credit of the Reserve Fund may be applied in accordance with the Post-Acceleration Priority of Payments.

Swap Collateral Account
The Swap Collateral Account of the Issuer will be maintained with the Account Bank.

If the Swap Provider ceases to be an Eligible Swap Provider, the Swap Provider shall take action in accordance with the Swap Agreement, including posting eligible collateral into the interest-bearing Swap Collateral Account in accordance with the provisions of the Swap Agreement.

The amounts in the Swap Collateral Account will be applied in or towards satisfaction of the Swap Provider's obligations to the Issuer upon termination of the Swap Transaction under the Swap Agreement. Any Excess Swap Collateral shall not be available to Secured Creditors and shall be returned to such Swap Provider outside the Priority of Payments.

Any amount standing to the credit of the Swap 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 Swap Provider outside the Priority of Payments in accordance with the terms of the Swap 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 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 of the Issuer to ensure that the rating of the Most Senior Class of Debt 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. **SWAP AGREEMENT**

The Issuer has entered into the Swap Agreement. The purpose of the Swap Agreement is to mitigate the interest rate risk of the Issuer arising in connection with the issuance of the Notes. The Swap Agreement consists of a 2002 ISDA Master Agreement, the schedule thereto, an interest rate swap confirmation and a credit support annex thereunder.

Pursuant to the terms of the swap transaction evidenced by the swap confirmation entered into between the Issuer and the Swap Provider under the Swap Agreement entered into by the Issuer and the Swap Provider on or around the Closing Date (the "**Swap Transaction**"), the following amounts will be calculated in respect of each swap calculation period: (a) an amount (the "**Issuer Swap Amount**") equal to the product of (i) the Swap Notional Amount for such swap calculation period, (ii) a fixed rate (as specified in the Swap Agreement) and (iii) the Fixed Day Count Fraction, and (b) an amount (the "**Swap Provider Swap Amount**") equal to the product of (i) the Swap Notional Amount for such swap calculation period, (ii) Swap SONIA as determined for such swap calculation period and (iii) the Floating Day Count Fraction. Pursuant to the Swap Agreement, the Issuer will also pay to the Swap Provider (or there will be paid to the Swap Provider on the Issuer's behalf) the Swap Premium on or about the Closing Date.

Under the terms of the Swap Transaction, in respect of each swap calculation period for which Swap SONIA is not negative, a payment amount (which can be zero) will be calculated under the Swap Agreement for the swap payment date corresponding to such swap calculation period as follows:

(a) If the Issuer Swap Amount exceeds the Swap Provider Swap Amount, the Issuer will pay such excess to the Swap Provider (or such excess will be paid to the Swap Provider on the Issuer's behalf).

(b) If the Swap Provider Swap Amount exceeds the Issuer Swap Amount, the Swap Provider will pay such excess to the Issuer.

(c) If the Swap Provider Swap Amount is equal to the Issuer Swap Amount, neither party will make a payment to the other.

Under the terms of the Swap Transaction, in respect of each swap calculation period for which Swap SONIA is negative, the Issuer will make a payment to the Swap Provider (or such payment will be made to the Swap Provider on the Issuer's behalf) on the swap payment date corresponding to such swap calculation period, in an amount equal to (a) the applicable Issuer Swap Amount, plus (b) the absolute value of the applicable Swap Provider Swap Amount. In such circumstances, the Swap Provider would not be required to make any scheduled payment to the Issuer on that swap payment date under the terms of the Swap Transaction.

The Swap Notional Amount for each swap calculation period will be the amount set out opposite such swap calculation period in the amortisation schedule appended to the confirmation relating to the Swap Transaction confirmation, as follows:

Start Date	End Date	Notional (GBP)
20-Sep-22	20-Oct-22	298,554,070.00
20-Oct-22	21-Nov-22	290,753,538.00
21-Nov-22	20-Dec-22	283,030,191.00
20-Dec-22	20-Jan-23	275,384,858.00
20-Jan-23	20-Feb-23	267,812,667.00
20-Feb-23	20-Mar-23	260,314,970.00
20-Mar-23	20-Apr-23	252,893,295.00
20-Apr-23	22-May-23	245,538,265.00
22-May-23	20-Jun-23	238,237,046.00

20-Jun-23	20-Jul-23	230,984,813.00
20-Jul-23	21-Aug-23	223,779,247.00
21-Aug-23	20-Sep-23	216,619,114.00
20-Sep-23	20-Oct-23	209,517,047.00
20-Oct-23	20-Nov-23	202,478,120.00
20-Nov-23	20-Dec-23	195,507,334.00
20-Dec-23	22-Jan-24	188,608,813.00
22-Jan-24	20-Feb-24	181,773,594.00
20-Feb-24	20-Mar-24	175,001,804.00
20-Mar-24	22-Apr-24	168,292,447.00
22-Apr-24	20-May-24	161,642,799.00
20-May-24	20-Jun-24	155,054,007.00
20-Jun-24	22-Jul-24	148,521,142.00
22-Jul-24	20-Aug-24	142,039,741.00
20-Aug-24	20-Sep-24	135,612,615.00
20-Sep-24	21-Oct-24	129,378,783.00
21-Oct-24	20-Nov-24	123,383,797.00
20-Nov-24	20-Dec-24	117,650,794.00
20-Dec-24	20-Jan-25	112,202,596.00
20-Jan-25	20-Feb-25	107,030,471.00
20-Feb-25	20-Mar-25	102,105,768.00
20-Mar-25	22-Apr-25	97,465,137.00
22-Apr-25	20-May-25	93,023,202.00
20-May-25	20-Jun-25	88,702,980.00
20-Jun-25	21-Jul-25	84,483,807.00
21-Jul-25	20-Aug-25	80,333,526.00
20-Aug-25	22-Sep-25	76,234,821.00
22-Sep-25	20-Oct-25	72,183,077.00
20-Oct-25	20-Nov-25	68,155,732.00
20-Nov-25	22-Dec-25	64,167,735.00
22-Dec-25	20-Jan-26	60,212,125.00
20-Jan-26	20-Feb-26	56,288,460.00
20-Feb-26	20-Mar-26	52,393,144.00
20-Mar-26	20-Apr-26	48,528,894.00
20-Apr-26	20-May-26	44,712,605.00
20-May-26	22-Jun-26	41,021,412.00
22-Jun-26	20-Jul-26	37,428,462.00
20-Jul-26	20-Aug-26	33,915,373.00
20-Aug-26	21-Sep-26	30,471,180.00
21-Sep-26	20-Oct-26	27,100,154.00
20-Oct-26	20-Nov-26	23,758,302.00
20-Nov-26	21-Dec-26	20,466,135.00
21-Dec-26	20-Jan-27	17,224,963.00
20-Jan-27	22-Feb-27	14,023,153.00
22-Feb-27	22-Mar-27	10,857,002.00
22-Mar-27	20-Apr-27	7,728,129.00
20-Apr-27	20-May-27	4,784,619.00
20-May-27	21-Jun-27	2,701,841.00
21-Jun-27	20-Jul-27	1,314,236.00
20-Jul-27	20-Aug-27	422,992.00

The Swap Notional Amount is unlikely to match, and could (depending on the rate of repayment) deviate significantly from, the Aggregate Outstanding Principal Amount of the Notes, unless there is a partial termination of the Swap Transaction as a result of over-hedging in accordance with the terms of the Swap Agreement and the Swap Notional Amount for each subsequent swap calculation period is adjusted accordingly.

The Swap Agreement will be constructed to fulfil the criteria of the Rating Agencies to support the target ratings for the Debt. The Swap Agreement is governed by English law.

Payments by the Swap Provider to the Issuer under the Swap Agreement (except for payments by the Swap Provider into the Swap Collateral Account) will be made into the Transaction Account. Payments by the Swap 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 Swap 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 Swap Agreement applicable to the Issuer are limited to, and (among other things) events of default applicable to the Swap Provider include, the following:

(a) failure to make a payment under the Swap 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 Swap Agreement include, among other things, the following:

(a) illegality of the transactions contemplated by the Swap Agreement or a force majeure or act of state means a party who makes or receives payments under the Swap Agreement is prevented from making or receiving such payments under the Swap Agreement or performing a material obligation under the Swap Agreement or it becomes impossible to so pay, receive or comply;

(b) either party is required to pay additional amounts under the Swap Agreement due to certain taxes, or has the amount payable to it under the Swap Agreement reduced due to certain taxes, and a transfer to another office or affiliate of the Swap Provider that would eliminate the effect of such taxes has not taken place after the time set forth in the Swap Agreement;

(c) an Acceleration Notice is served or any Clean-Up Call, exercise of optional redemption for tax reasons pursuant to Condition 5(b) (*Optional redemption for taxation reasons*) (and Clause 9.2 (*Optional redemption for taxation reasons*) of the Class A Loan Note Agreement), redemption in full prior to the Legal Maturity Date pursuant to Condition 5(c) (*Mandatory early redemption in part*) (and Clause 9.3 (*Mandatory early redemption in part*) of the Class A Loan Note Agreement) or exercise of the Issuer's optional early redemption right pursuant to Condition 5(e) (*Optional Early Redemption*) (and Clause 9.5 (*Optional Early Redemption*) of the Class A Loan Note Agreement occurs);

(d) the benchmark rate on the Debt is changed and the Alternative Benchmark Rate is different to the benchmark rate under the Swap Agreement;

(e) an amendment is made to the Transaction Documents which affects, inter alia, the Swap Provider's rights in relation to any security granted by the Issuer in favour of the Security Trustee or the Swap Provider's rights in respect of the management of and control over the amounts standing to the credit of the Swap Collateral Account without the prior written consent of the Swap Provider;

(f) the failure of the Swap Provider to maintain its credit rating at certain levels required by the Swap Agreement, which failure may not constitute a termination event if (in the time set forth in the Swap Agreement) the Swap Provider:

(i) posts an amount of collateral as calculated in accordance with the credit support annex to the Swap Agreement; and/or

(ii)

a. obtains a guarantee from an institution with an acceptable rating; or

b. transfers its rights and obligations under the Swap Agreement to a successor Swap Provider which is an Eligible Swap Provider; or

c. takes such other action in order to maintain the ratings of the Debt, or to restore the rating of the Debt to the level they would have been at immediately prior to such downgrade;

(g) on the next Interest Payment Date, the Swap Notional Amount in respect of the calculation period corresponding to the Interest Period under the Debt commencing on such Interest Payment Date exceeds, or is expected to exceed, the aggregate of the Aggregate Outstanding Principal Balance of the Purchased Receivables by more than 105 per cent., in which case the Swap Notional Amount for such calculation period may (at the option of the Issuer, or the Servicer on its behalf) be reduced so as to eliminate some or all of such excess (and if so reduced, the Swap Notional Amount for each subsequent calculation period will be reduced so as to preserve the rate of amortisation of the Swap Notional Amount at such rate in effect immediately prior to the occurrence of this termination event), and the termination event applicable to the Swap Transaction under the Swap Agreement will be a partial termination event that is proportional to the reduction in the Swap Notional Amount (provided that the Issuer may only designate an Early Termination Date in respect of such termination event in circumstances where the reduction will result in an amount becoming payable by the Issuer to Swap Provider where the Issuer will, subject to and in accordance with the Priorities of Payment, have sufficient funds available to pay such amount to the Swap Provider on the date of the relevant reduction); or

(h) the Issuer sells or otherwise disposes of Purchased Receivables causing the Swap Notional Amount to exceed 120 per cent. of the Aggregate Outstanding Principal Balance of the Purchased Receivables remaining in the Portfolio immediately after such sale or disposal (provided that such termination shall result in the notional amount of the Swap Transaction to be reduced by a proportion equal to the proportion of the relevant amount of the Purchased Receivables sold or disposed of).

Upon the occurrence of any event of default or termination event specified in the Swap Agreement, the non-defaulting party (in case of an event of default) or the person(s) specified in the Swap Agreement as having such right (in case of a termination event) may, after a period of time set forth in the Swap Agreement, elect to terminate the Swap Transaction under the Swap Agreement. If the Swap Transaction under the Swap Agreement is terminated due to an event of default or a termination event, a Swap Termination Payment may be due from the Swap Provider to the Issuer or from the Issuer to the Swap Provider.

The Swap 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 either (i) the value of the terminated swap based on firm market quotations of the cost of entering into a swap 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 or (ii) the 2002 ISDA Master Agreement standard methodology for calculating such amount based on the standard close-out amount definition.

A segregated Swap 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 Swap 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 Swap Collateral Account is solely for the purposes of, and in connection with, collateralising the Swap Agreement.

The Swap Transaction under the Swap Agreement incorporates the definitions and provisions contained in the 2021 ISDA Interest Rate Derivatives Definitions published by the International Swaps and Derivatives Association, Inc., and therefore benefits from the application of a permanent cessation fallback pursuant to the fallbacks provisions of the 2021 Definitions, which, broadly speaking, are intended to apply an alternative floating rate for the Swap Transaction following the occurrence of a Permanent Cessation Trigger (as defined in the 2021 Definitions) in respect of GBP SONIA. The alternative floating rate specified in the 2021 Definitions for permanent cessation of GBP SONIA is the fallback rate recommended by the administrator of GBP SONIA, the Bank of England (or in the alternative, by a committee established by the FCA for the purpose of recommending a fallback), or if no such rate is recommended, the Bank of England's bank rate as set by its monetary policy committee.

The Swap Provider may transfer its rights and obligations under the Swap Agreement to a third party which is an Eligible Swap Provider, pursuant to the conditions set out in the Swap Agreement.

The Swap 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 Debt 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 their related Ancillary Rights and the proceeds of any 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 Declaration 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 and the proceeds of any interests (which, in the case of a fixed charge, may take effect as a floating charge and so rank behind the claims of preferential creditors of the Issuer);

(d) an assignment by way of first fixed security (or, to the extent not assignable, charges by way of a 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 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 Sale Proceeds Floating Charge, under which the Issuer assigns, by way of security, all of its present and future right, title and interest in the Vehicle Sale Proceeds Floating Charge.

Notwithstanding the security granted over the Issuer Accounts, the Issuer and the Cash Manager are (prior to service of an Acceleration Notice) 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 an 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 an 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 (i) either (1) in writing by one or more holders of at least 25% in aggregate Outstanding Principal Amount of the Most Senior Class of Debt (and where the Most Senior Class of Debt includes the Class A Loan Note, the Loan Note Paying Agent will notify the Note Trustee of the Principal Amount Outstanding of the Class A Loan Note in respect of which the Class A Loan Noteholders are providing their direction upon which the Note Trustee may rely absolutely without further enquiry or Liability) or (2) if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Debt; or (ii) where there is no Debt outstanding, 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 Debt 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, Class A Loan 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 an 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 and the Class A Loan 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 Debt 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 Debt and the Residual Certificates. 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 Debt. 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 Debt (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 Debt.

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 and the Vehicle Sale Proceeds Floating Charge will be governed by the laws of Scotland.

10. COLLECTION ACCOUNT DECLARATION OF TRUST

On or around the Closing Date, under the Supplemental Collection Account Declaration of Trust supplementing the Collection Account Declaration of Trust, the Seller will declare a trust in favour of itself, the Issuer and various other parties beneficially entitled to other Receivables originated by the Seller over all amounts from time to time standing to the credit of the 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 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 Collection Account at that time. The interest of the other beneficiaries (other than Oodle) under such trust shall be from time to time such proportion of the amount standing to the credit of the 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 Collection Account at that time. Oodle's interest under such trust shall be such proportion of the amount standing to the credit of the Collection Account which is not allocated to any other party.

From time to time, further beneficiaries may accede to the terms of the Collection Account Declaration of Trust where they have acquired a portfolio of receivables from the Seller and payments in respect of those receivables are expected to be made to the Collection Account.

The Servicer will, within two Business Days of applying Collections standing to the credit of the Collection Account to an Obligor's account (or, in respect of Collections relating to Closing Date Receivables received on or after the Cut-Off Date but prior to the Closing Date, within 5 Business

Days following the Closing Date), pay from the Collection Account all monies received with respect to the Purchased Receivables into the Transaction Account.

The Collection Account Declaration of Trust and the Supplemental Collection Account Declaration of Trust, and any non-contractual obligations arising out of or in connection with each of 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, Class A Loan Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders, the Class X Noteholders and the 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 the Class A Notes and the Class A Loan Note remain outstanding, to take into account only the interests of the Class A Noteholders and the Class A Loan Noteholders if, in the opinion of the Note Trustee, there is a conflict between the interests of the Class A Noteholders and the Class A Loan Noteholders and the interests of the Class B Noteholders and/or the Class C Noteholders and/or the Class D Noteholders and/or Class E Noteholders and/or the Class F Noteholders and/or Class X Noteholders and/or the interests of the Certificateholders; and

(b) following the redemption in full of the Class A Notes and the Class A Loan Note, 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 Class D Noteholders and/or the Class E Noteholders and/or the Class F Noteholder and/or the Class X Noteholders and/or the interests of the Certificateholders; and

(c) following the redemption in full of the Class A Notes, the Class A Loan Note 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 Class E Noteholders and/or the Class F Noteholders and/or the Class X Noteholders and/or the interests of the Certificateholders; and

(d) following the redemption in full of the Class A Notes, the Class A Loan Note, 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 Class E Noteholders and/or the Class F Noteholders and/or the Class X Noteholders and/or the interests of the Certificateholders; and

(e) following the redemption in full of the Class A Notes, the Class A Loan Note, 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 X Noteholders and/or the Class F Noteholders and/or the interests of the Certificateholders; and

(f) following the redemption in full of the Class A Notes, the Class A Loan Note, 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 X Noteholders, if in the opinion of the Note Trustee, there is a conflict between the interests of the Class X Noteholders and the interests of the Class F Noteholders and/or the interests of the Certificateholders; and

(g) following the redemption in full of the Class A Notes, the Class A Loan Note, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class X 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 Certificateholders.

The Note Trustee shall be entitled to assume for all purposes in connection with the Transaction Documents that the interests of the Class A Noteholders and the Class A Loan Noteholders are aligned and that no conflict exists between them and shall incur no liability to any person as a result of so doing provided that no such assumption may be made where a modification of rights or obligations is not applied equally to the Class A Notes and the Class A Loan Note.

No Class of Debtholders 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 Debt, and neither the Note Trustee nor the Issuer will be responsible to such Class of Debtholders for disregarding any such request, direction or resolution.

For so long as any Debt remains 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 Debtholders (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, Debtholders of the Most Senior Class of Debt may, acting by Extraordinary Resolution passed at any meeting of the Most Senior Class of Debt, 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 Debtholders 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 Debtholders 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.

12. CLASS A LOAN NOTE AGREEMENT

On the Closing Date, the Issuer will enter into the Class A Loan Note Agreement pursuant to which the Issuer will borrow, and the Original Class A Loan Noteholder will advance, the Class A Loan on the Closing Date, to be evidenced by the delivery to the Original Class A Loan Noteholder of a loan note in registered, definitive form in a principal amount equal to the Class A Loan Note Principal Amount.

The Class A Loan will be fully drawn on the Closing Date and will be denominated in Sterling. The Original Class A Loan Noteholder will not be obliged to advance the Class A Loan unless, among other things, the Original Class A Loan Noteholder has received, on or prior to the Closing Date, notification that the Class A Loan Notes have been rated Aaa(sf) by Moody's and AAA(sf) by S&P. The Class A Loan Note is not offered pursuant to this Prospectus. In accordance with the terms of the Class A Loan Note Agreement, the Class A Loan Note is not convertible into Notes.

The Class A Loan Note Agreement contains the terms of the Class A Loan and the form of the Class A Loan Note. Certain of those terms are summarised in this section.

Form

The Class A Loan Note will be issued in definitive, registered form. The Issuer will maintain a register, to be kept on the Issuer's behalf by the Loan Note Registrar, in which the Class A Loan Note will be registered in the name of the relevant Class A Loan Noteholders.

Status and Security

The obligations of the Issuer in respect of the Class A Loan Note constitute direct, secured and limited recourse obligations of the Issuer. As security for its obligations under, *inter alia*, the Class A Loan Note, the Issuer has granted the Security in favour of the Security Trustee on trust for itself and the other Secured Creditors (which include the Class A Loan Noteholders).

Transfer

The Class A Loan Noteholders may not transfer or assign their interests in the Class A Loan Note without following the procedures in the Class A Loan Note Agreement (which include, in certain cases, obtaining the prior written consent of the Issuer).

Payments under the Class A Loan Note

The Issuer will pay to the Class A Loan Noteholders, on each Interest Payment Date or such other date that payments are made to the Debtholders or Residual Certificateholders, the

interest, principal and/or any other amounts due and payable to the Class A Loan Noteholders on such date pursuant to the Class A Loan Note Agreement.

The Class A Loan Note and the Class A Notes rank pari passu and rateably without any preference or priority among themselves as to payments of interest and principal at all times. The Class A Loan Note ranks senior to all other Classes of Notes in relation to the payment of interest and principal at all times, as provided in the Conditions and the Transaction Documents. The amount of interest and principal so payable to the Class A Loan Noteholders is set out in this Prospectus and such payments will be made subject to the Priority of Payments.

Payments in respect of the Class A Loan Note shall be made by transfer (by or on behalf of the Issuer) to the loan note paying agent under the Class A Loan Note Agreement (the "**Loan Note Paying Agent**") for onward payment by the Loan Note Paying Agent to the accounts specified by the holders of the Class A Loan Note in accordance with the terms of the Class A Loan Note Agreement.

Interest

The Class A Loan Note will bear interest on its Outstanding Principal Amount from the Closing Date until the close of the day preceding the day on which the Class A Loan Note has been redeemed in full at the rate per annum (expressed as a percentage) equal to the Class A Loan Interest Rate, as 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.

On each Interest Payment Date prior to the service of an Acceleration Notice, such interest payments will be made using Available Revenue Receipts available for such purpose in accordance with the Pre-Acceleration Revenue Priority of Payments.

Principal repayment

On each Interest Payment Date prior to the service of an Acceleration Notice, principal repayments shall be made in respect of the Class A Loan Note in an amount equal to the Available Principal Receipts available for such purpose in accordance with the Pre-Acceleration Principal Priority of Payments.

Unless previously redeemed in full, the Issuer will repay the Class A Loan Note at its respective Principal Amount Outstanding on the Legal Maturity Date.

If the conditions set out in Condition 5(b) (*Optional redemption for taxation reasons)*, Condition 5(c) (*Mandatory early redemption in part*) and Condition 5(e) (*Optional Early Redemption*) are satisfied and the Issuer elects to redeem the Debt in accordance with that Condition, then on the date on which the Notes are redeemed pursuant thereto, the Issuer will also be required to repay the Class A Loan Note in accordance with the terms of the Class A Loan Note Agreement.

If the conditions set out in Condition 5(d) (*Clean-Up Call*) are satisfied and the Seller repurchases all Purchased Receivables then outstanding against payment of the Final Repurchase Price, on the date on which the corresponding redemption of the Notes is made in accordance with the terms thereof, will also be required to repay the Class A Loan Note in accordance with the terms of the Class A Loan Note Agreement

If the Notes are redeemed in accordance with Condition 5(e) (*Optional Early Redemption*), on the date of such redemption, the Issuer will also be required to repay the Class A Loan Note in accordance with the terms of the Class A Loan Note Agreement.

Taxation

All amounts payable by or on behalf of the Issuer in respect of the Class A Loan Note are required to be made without withholding or deduction for, or on account of Tax, unless the Issuer

is required by applicable law in any jurisdiction to make any payment in respect of the Class A Loan Note subject to any such withholding or deduction. In that event, the Issuer shall make such payment after the withholding or deduction has been made and shall account to the relevant authorities for the amount required to be withheld or deducted. The Issuer shall not be obliged to make any additional payments to the Class A Loan Noteholders in respect of such withholding or deduction on account of Tax.

Events of Default

Events of default consistent with those set out in Condition 10 (*Events of Default*) apply to the Class A Loan. Upon the occurrence of an Event of Default and the acceleration of the Issuer's obligations under the Debt pursuant to the terms of Condition 10 (*Events of Default*) or Clause 17 (*Events of Default*) of the Class A Loan Note Agreement or Residual Certificate Condition 8 (*Events of Default*), the Class A Loan Note will accordingly become immediately due and payable, without further action or formality, at its then Outstanding Principal Amount together with accrued but unpaid interest, subject to and in accordance with the applicable provisions of the Class A Loan Note Agreement, the Trust Deed and the Deed of Charge.

The rights and remedies following the occurrence of an Event of Default are granted to the Note Trustee under the Trust Deed and the Security Trustee for the benefit of the Secured Creditors under the Deed of Charge.

Limitations on Enforcement

No Class A Loan Noteholder shall be entitled to proceed directly against the Issuer or any other party to any of the Transaction Documents to enforce the performance of any of the provisions of the Transaction Documents and/or to take any other proceedings (including lodging an appeal in any proceedings) in respect of or concerning the Issuer unless the Note Trustee or, as the case may be, the Security Trustee, having become bound so to do, fails to do so and such failure shall be continuing.

Limited recourse and non-petition

Each party to the Class A Loan Note Agreement (other than the Issuer) will agree that it shall not be entitled to take any steps or proceedings which would result in the priority of payments as specified in the Priorities of Payment and the Deed of Charge not being observed. If the net proceeds of the Security being enforced and liquidated in accordance with the Deed of Charge are not sufficient to pay all amounts due under the Transaction Documents in accordance with the appliable Priorities of Payment, any amounts remaining outstanding will cease to be due and payable by the Issuer.

Each of the parties to the Class A Loan Note Agreement (other than the Security Trustee and, in the case of paragraph (b) below, the Note Trustee) hereby agrees that it will not, until the expiry of one year and one day after the Final Discharge Date:

(a) take, encourage, assist or join any corporate action or other steps or legal proceedings for the winding-up, administration, insolvency, dissolution or reorganisation or for the appointment of an Insolvency Official of the Issuer or of any or all the Issuer's revenues and assets; or

(b) have any right to take any steps for the purpose of obtaining payment of any amounts payable to it under this Agreement by the Issuer and will not until such time take any steps to recover any debts whatsoever owing to it by the Issuer.

Modification and Waiver

For so long as the Class A Loan Note and the Class A Notes are outstanding, they will together constitute the Most Senior Class of Debt. Amendments, waivers or variations to the Transaction

Documents may be approved by Class A Debtholders in accordance with the terms of the Trust Deed and the Class A Loan Note Agreement.

The Class A Loan Noteholders will not be required to convene or attend meetings (and will not be entitled to attend any meeting of Noteholders) but the Loan Note Paying Agent may, acting on the instructions of the Class A Loan Noteholders in accordance with the Class A Loan Agreement notify the Note Trustee of the approval of resolutions by the Class A Loan Noteholders (including Extraordinary Resolutions and Ordinary Resolutions) by consenting in writing to the relevant matter to which such resolutions relate.

In particular, the Class A Loan Note Agreement provides that the Loan Note Paying Agent will provide a notification of consent to (i) an Ordinary Resolution if instructed to do so by Class A Loan Noteholders comprising at least 50% of the aggregate Principal Amount Outstanding of the Class A Loan Note and (ii) an Extraordinary Resolution if instructed to do so by Class A Loan Noteholders comprising at least 75% of the aggregate Principal Amount Outstanding of the Class A Loan Note.

Governing Law

The Class A Loan Note Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.

DESCRIPTION OF THE PORTFOLIO

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 Financing Agreements (excluding Excluded Amounts) for the provision of credit for the purchase of new and used motor vehicles. The Financing Agreements are governed by English law.

The Financing 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, Oodle retains ownership (title) to the Vehicles. The Financing 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. Certain of the Financing Agreements also include loans made to Obligors to finance Add-On Products, where the Obligor elects to take such Add-On Products and finance for them in addition to financing in relation to the Vehicle itself.

Since origination certain of the Receivables in the Portfolio have been held in a special purpose vehicle used for warehousing purposes by the Seller and/or in a special purpose vehicle acting as the issuer for one of Oodle's prior public securitisation transactions.

2. **THE 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 sum of:

(a) 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 payable by the Issuer on the Closing Date; and

(b) the Deferred Consideration payable by the Issuer on each Interest Payment Date subject to the Priority of Payments.

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.

The Deferred Consideration is the right to receive the Residual Certificate Payments as represented by the Residual Certificates to be issued by the Issuer to the Seller free of payment on the Closing Date. Following the Closing Date, the Residual Certificates are freely transferable by the Seller.

The Class A Notes, the Class A Loan Note, 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.

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 (and with respect to the Dowson 2020-1 Receivables, on the Dowson 2020-1 Sale Date) complied with the Eligibility Criteria as at the Cut-Off Date.

"**Eligibility Criteria**" means, in respect of any Receivable (including, to the extent expressly specified below, its Ancillary Rights) or, as the case may be, the related Financing Agreement from which it is derived:

(a) the related Financing Agreement was originated by the Seller in the ordinary course of its business in accordance with its Credit and Collection Procedures;

(b) the related Financing Agreement had an original term of not less than 12 months and not more than 60 months;

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

(d) as at the date the related Financing Agreement was entered into, each Obligor resided in England or Wales or Scotland;

(e) each Obligor is a private individual;

(f) so far as the Seller is aware (having taken reasonable steps to verify), the Receivable is owed by an Obligor who at the date the related Financing Agreement was entered into was not bankrupt or in any other form of insolvency process, dead or suspected by the Seller of fraud;

(g) so far as the Seller is aware, the Receivable is not a Defaulted Receivable or a Voluntarily Terminated Receivable;

(h) the related Financing Agreement provides for fixed monthly payments from each Obligor (subject to: (i) rounding to within a pound Sterling; and (ii) the payment by each Obligor of a fee in addition to the last fixed monthly payment);

(i) the related Financing Agreement was entered into not less than one month prior to the Cut-Off Date and at least one scheduled payment has been made in respect of such related Financing Agreement;

(j) the Receivable is denominated and payable in Sterling;

(k) the Dealer Contract relating to the related Financing Agreement provides that, unless otherwise agreed between the Dealer and the Obligor, the Dealer will deliver the Vehicle to the relevant Obligor, no later than the date of payment of the balance due from the relevant Obligor or the Seller is otherwise aware that the Vehicle has been delivered to the relevant Obligor;

(l) as at the Cut-Off Date, in respect of the Purchased Receivable, the relevant Obligor is not an employee of Oodle Financial Services Limited having taken out the related Financing Agreement under any staff scheme;

(m) no one other than the Seller, and upon the execution of the Transaction Documents, no one other than the Issuer and the Secured Creditors, has any beneficial entitlement to the Receivable, other than the Encumbrances arising or permitted to exist under or pursuant to the Deed of Charge or any Encumbrance arising by operation of law;

(n) the related Financing Agreement is freely transferable by the Seller 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) the Receivable is not, as at the Cut-Off Date, more than one monthly payment in arrears;

(p) no Receivable is currently subject to a Covid-19 Payment Holiday;

(q) the Receivable has an Outstanding Principal Balance of not greater than £125,000;

(r) no withholding taxes are applicable to any payments made under the related Financing 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) no Receivable has a final payment which is greater than the amount of each Regular Payment preceding it by more than £10, disregarding any option to purchase fees or other fees (provided that the total of such fees does not exceed £400);

(u) the related Financing Agreement is governed by English law;

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

(w) the related Financing Agreement (if subject to the CCA) has not been varied or supplemented by a "modifying agreement" (as such term is defined in the CCA);

(x) a fixed rate of interest is payable under the related Financing Agreement;

(y) the related Financing Agreement relates to the financing of a single Vehicle only (or Add-On Products in connection with such financing);

(z) the Loan-to-Value Ratio of the related Financing Agreement is not greater than 135 %;

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

(bb) if a Variation has been made in respect of a Purchased Receivable, such Variation was not a Non-Permitted Variation as at the date of such Variation;

(cc) as at the Cut-Off Date, the related Financing Agreement is a Risk Tier 1 Financing Agreement, a Risk Tier 2 Financing Agreement, a Risk Tier 3 Financing Agreement or a Risk Tier 4 Financing Agreement, a Risk Tier 5 Financing Agreement, a Risk Tier 6 Financing Agreement, a Risk Tier 7 Financing Agreement or a Risk Tier 8 Financing Agreement;

(dd) 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 Purchased Receivable, the Obligor does not have more than two live Financing Agreements with Oodle Financial Services Limited. For the purposes of this paragraph (dd) a Financing Agreement which relates to the financing of a Vehicle and Add-On Products supplied in connection with such financing shall be treated as one "live Financing Agreement";

(ee) the period within which the relevant Obligor would (if applicable) have had a right, pursuant to Section 66A of the CCA, to withdraw from the related Financing Agreement has expired;

(ff) the related Financing Agreement includes an obligation for the relevant Obligor to pay by direct debit in relation to the fixed regular payments due under the related Financing Agreement;

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

(hh) the terms of the related Financing Agreement require each Obligor thereunder to insure the Vehicle which is the subject thereof comprehensively against all ordinarily insurable risks (subject to all relevant excesses and deductibles);

(ii) neither the Purchased Receivable 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), 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);

(jj) each related Financing Agreement (i) 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, regardless of whether such enforceability is considered in a proceeding in equity or at law, is a legal, valid and binding obligation of the relevant Obligor and in all material respects enforceable in accordance with its terms and (ii) is non-cancellable;

(kk) neither the Receivable nor the related Financing 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 the CRA15 and section 56 of the CCA;

(ll) except for an Add-On Product, the related Financing Agreement is not capable of giving rise to (or linked in any way to any collateral contract in respect of, or including, the insurance of the Vehicle the subject of the related Financing Agreement or in respect of each 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 each Obligor may have against the Seller as a result of the CRA15 or section 56 of the CCA (as applicable));

(mm) the related 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;

(nn) except for an Add-On Product, the relevant related Financing Agreement was not entered into simultaneously with, or linked to, products that the Obligor, when entering into such Financing Agreement, agreed to take out and which were explicitly financed by the Financing Agreement and which may give rise to any potential for set-off between the Obligor and the Seller; and

(oo) where the Seller has provided finance to the Obligor under a Financing Agreement in relation to Add-On Products, the Purchased Receivables in relation to such Obligor include all amounts owing under the relevant Financing Agreement.

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 with respect to the Dowson 2020-1 Receivables, on the Dowson 2020-1 Sale Date), the Seller will represent and warrant to the Issuer and the Security Trustee in

respect of each Purchased Receivable to be transferred to the Issuer on such date and the related Financing 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 as follows:

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

(b) **Status:** Each relevant related Financing Agreement was entered into on the terms of one of the Standard Documentation without material alteration or addition to the form (other than the form being completed in accordance with the Seller's policies);

(c) **Legal and beneficial ownership:** Immediately prior to the Closing Date (or with respect to the Dowson 2020-1 Receivables, the Dowson 2020-1 Sale 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 Encumbrance (including rights of attaching creditors and trust interests but excluding the Encumbrances arising or permitted to exist under or pursuant to the Deed of Charge) and, save as provided for in the Transaction Documents and save for the rights of each Obligor under the relevant related Financing Agreement or any rights arising by operation of law, there is no option or right to acquire or create any Encumbrance, 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 material violation under the related Financing 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 material violation, provided that any default, breach or violation shall be material if it adversely affects the amount or the collectability of the Receivables arising under the related Financing Agreement and provided further that (i) 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; and (ii) a default, breach or violation relating to non-payment will not constitute a default, breach or violation for the purposes of this paragraph (d) unless it would cause the relevant Receivable not to comply with item (o) of the Eligibility Criteria;

(e) **Option to purchase and return of goods:** No related Financing Agreement provides for (i) an option to purchase fee greater than £400; and (ii) an option to return the Vehicle instead of paying the final repayment due under the Financing Agreement (excluding any options fees, the right (where applicable) of the relevant Obligor to voluntarily terminate a Financing 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 Financing 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 Financing Agreement to be enforced against the relevant Obligor and such records are (subject to any sale or trust contemplated by the Transaction Documents) held by or to the order of the Seller;

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

(h) **Consumer Credit:**

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

(ii) the Seller has all permissions required pursuant to the FSMA in connection with the activities it has undertaken with regard to the relevant Receivable and the related Financing Agreement; and

(iii) (1) each Dealer, (2) each Broker and (3) each other person who carried on in relation to a related Financing Agreement the regulated activity of "credit broking" as defined in Article 36A(1) of the FSMA (Regulated Activities Order) 2001 (as amended) had, at the time it carried on such activity in relation to the relevant related Financing Agreement, the required permission under the FSMA to do so;

(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 each Obligor under the related Financing Agreement and subject to the Encumbrances arising or permitted to exist under or pursuant to the Deed of Charge);

(j) **Unfair Relationship:** So far as the Seller is aware, no related Financing 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) **Fraud:** So far as the Seller is aware, each related Financing Agreement under which a Receivable arises has not been entered into fraudulently;

(l) **Obligor obligations:** Each related Financing Agreement includes obligations on each Obligor to keep the Vehicle in good condition and repair except for fair wear and tear;

(m) **Set-off Receivables:** On each Calculation Date, the Receivable is not a Set-off Receivable;

(n) **CRA15:** To the extent that any related Financing Agreement is a "consumer contract" for the purposes of the CRA15, so far as the Seller is aware:

(i) none of the terms contained in such related Financing 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 such related Financing Agreement of any particular term that is included therein or the enforcement of any such term,

except, in each case, with respect to any provision or provisions of such related Financing 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;

(o) **Origination and administration:** Each Receivable and related Financing Agreement (including insofar as the Financing Agreement relates to an Add-On Product) 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 FCA's Consumer Credit Sourcebook) 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 Financing Agreement or the validity or enforceability of

any related Financing Agreement or the collectability of all or a significant proportion of the Receivables;

(p) **Receivables Listings:** The Receivables Listing correctly specifies the Receivables which are to be transferred to the Issuer on the Closing Date (or with respect to the Dowson 2020-1 Receivables, on the Dowson 2020-1 Sale Date);

(q) **Date of origination**: Each related Financing Agreement was entered into after 1 January 2016;

(r) **No resecuritisation:** None of the Receivables is a securitisation position (as defined in the UK Securitisation Regulation and the EU Securitisation Regulation); and

(s) **Section 75 of the CCA**: So far as the Seller is aware, there has been no claim against the Seller under any related Financing Agreement under section 75 of the CCA in relation to any misrepresentation or breach of contract relating to an Add-On Product.

For so long as the Seller is the Servicer, and in respect only of each Receivable to be varied on any date, the Seller will represent and warrant to the Issuer and the Security Trustee in respect of each Purchased Receivable subject to Permitted Variation, on the date on which such Permitted Variation is agreed by the Servicer in respect of that Receivable, and with reference to the facts and circumstances subsisting (unless stated to the contrary in the Receivables Sale and Purchase Agreement) as at the date of that Permitted Variation, the Seller will only represent and warrant that the Variation is a Permitted Variation.

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 THE PRINCIPAL TRANSACTION DOCUMENTS – Receivables Sale and Purchase Agreement*" above.

5. OTHER CHARACTERISTICS OF THE PURCHASED RECEIVABLES

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, Oodle does not warrant the credit standing of the relevant Obligors.

PORTFOLIO CHARACTERISTICS AND HISTORICAL DATA

The statistical and other information contained in this section has been compiled by reference to a portfolio of £298,554,070 as at the Cut-Off Date (on the basis of information provided by the Seller) (the "**Portfolio**") and is described further in the section entitled "*DESCRIPTION OF THE PORTFOLIO*" above. The Portfolio will consist of the Receivables and their related Ancillary Rights which will be sold by the Seller to the Issuer on the Closing Date (except with respect to the Dowson 2020-1 Receivables (and Ancillary Rights) which will be sold to the Issuer on the Dowson 2020-1 Sale Date).

The Aggregate Outstanding Principal Balance of the Portfolio as at the Cut-Off Date will be equal to the Aggregate Outstanding Principal Amount of the Class A Notes, the Class A Loan Note, 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 Cut-Off Date. Note that due to rounding to 1 decimal point, columns may not sum to the total values.

As at the Cut-Off Date, the Portfolio had the following characteristics.

Summary Statistics	
Number of loans	33,625
Outstanding Portfolio Balance (GBP)	298,554,070
Average Per Loan Balance (GBP)	8,879
Min. Loan Balance (GBP)	119
Max. Loan Balance (GBP)	94,720
Min. APR[1] (%)	5.00
Max. APR[1] (%)	34.90
WA APR[1] (%)	16.78
Min. Original Term (months)	12.00
Max. Original Term (months)	60.00
WA Original Term (months)	57.83
WA Remaining Term (months)	48.58
WA Seasoning (months)	9.25
WA LTV (%)	97.72
WA Vehicle Age (months)	69.74
Add-On Receivables (%)[2]	0.39

[1] Effective interest rate excluding fees

[2] Takes into account only the add-on product principal balance component, as a percentage of the total current outstanding balance

Initial Loan Balance

(GBP) [> =]	(GBP) [<]	Current Principal Balance (GBP)	(%)	Current Principal Balance (GBP)	(%)
	5,000	13,167,103	3.6%	9,183,993	3.1%
5,000	10,000	111,245,923	30.5%	85,689,370	28.7%
10,000	15,000	116,417,044	31.9%	94,253,981	31.6%
15,000	20,000	68,625,122	18.8%	58,710,072	19.7%
20,000	25,000	32,471,927	8.9%	29,261,728	9.8%
25,000	30,000	9,353,180	2.6%	8,495,157	2.8%
30,000	35,000	5,214,892	1.4%	4,916,395	1.6%
35,000	40,000	3,841,168	1.1%	3,581,773	1.2%
40,000	45,000	1,898,727	0.5%	1,724,627	0.6%
45,000	50,000	1,425,606	0.4%	1,380,241	0.5%
50,000		1,410,098	0.4%	1,356,734	0.5%
Total		**365,070,790**	**100.0%**	**298,554,070**	**100.0%**

Current Loan Balance

(GBP) [> =]	(GBP) [<]	Current Principal Balance (GBP)	(%)	Current Principal Balance (GBP)	(%)
0	5,000	57,864,655	15.9%	30,437,809	10.2%
5,000	10,000	127,100,135	34.8%	98,629,294	33.0%
10,000	15,000	85,456,811	23.4%	78,874,370	26.4%
15,000	20,000	52,885,038	14.5%	50,533,873	16.9%
20,000	25,000	22,351,609	6.1%	21,428,809	7.2%
25,000	30,000	7,616,524	2.1%	7,298,595	2.4%
30,000	35,000	4,718,160	1.3%	4,526,505	1.5%
35,000	40,000	3,164,513	0.9%	3,042,729	1.0%
40,000	45,000	1,490,504	0.4%	1,441,206	0.5%
45,000	50,000	1,863,242	0.5%	1,798,994	0.6%
50,000		559,598	0.2%	541,886	0.2%
Total		**365,070,790**	**100.0%**	**298,554,070**	**100.0%**

Annual Percentage Rate (APR)

(%) [> =]	(%) [<]	Current Principal Balance (GBP)	(%)	Current Principal Balance (GBP)	(%)
0	5	0	0.0%	0	0.0%
5	10	23,754,561	6.5%	15,408,397	5.2%
10	15	128,680,546	35.2%	101,544,513	34.0%
15	20	135,247,987	37.0%	115,311,808	38.6%
20	25	50,627,165	13.9%	43,968,620	14.7%
25	30	23,639,040	6.5%	20,439,594	6.8%
30	35	3,121,491	0.9%	1,881,139	0.6%
35		0	0.0%	0	0.0%
Total		**365,070,790**	**100.0%**	**298,554,070**	**100.0%**

Annual Percentage Rate Exc. Fees (APR less fees)

(months) [> =]	[<]	Current Principal Balance (GBP)	(%)	Current Principal Balance (GBP)	(%)
0	5	0	0.0%	0	0.0%
5	10	23,754,561	6.5%	15,408,397	5.2%
10	15	128,680,546	35.2%	101,544,513	34.0%
15	20	135,247,987	37.0%	115,311,808	38.6%
20	25	50,627,165	13.9%	43,968,620	14.7%
25	30	23,639,040	6.5%	20,439,594	6.8%
30	35	3,121,491	0.9%	1,881,139	0.6%
35		0	0.0%	0	0.0%
Total		**365,070,790**	**100.0%**	**298,554,070**	**100.0%**

Agreement Term

(months) [> =]	(months) [<]	Current Principal Balance (GBP)	(%)	Current Principal Balance (GBP)	(%)
0	5	0	0.0%	0	0.0%
5	10	0	0.0%	0	0.0%
10	15	77,687	0.0%	54,551	0.0%
15	20	128,929	0.0%	105,550	0.0%
20	25	1,318,615	0.4%	1,149,891	0.4%
25	30	356,167	0.1%	315,864	0.1%
30	35	1,235,842	0.3%	1,044,839	0.3%
35	40	9,834,342	2.7%	6,601,647	2.2%
40	45	4,501,058	1.2%	3,504,497	1.2%
45	50	27,837,221	7.6%	21,814,401	7.3%
50	61	319,780,929	87.6%	263,962,830	88.4%
Total		**365,070,790**	**100.0%**	**298,554,070**	**100.0%**

Seasoning

(months) [> =]	(months) [<]	Initial Principal Balance	(%)	Current Principal Balance	(%)
0	5	167,540,851	45.9%	162,259,213	54.3%
5	10	82,470,104	22.6%	76,924,250	25.8%
10	15	1,321,099	0.4%	1,157,287	0.4%
15	20	67,433	0.0%	44,706	0.0%
20	25	47,787	0.0%	29,148	0.0%
25	30	6,961,869	1.9%	4,514,713	1.5%
30	35	69,512,879	19.0%	37,161,371	12.4%
35	40	34,343,013	9.4%	16,132,554	5.4%
40	45	81,468	0.0%	29,599	0.0%
45	50	69,928	0.0%	23,198	0.0%
50	60	2,654,360	0.7%	278,031	0.1%
Total		**365,070,790**	**100.0%**	**298,554,070**	**100.0%**

New/Used	Current Principal Balance (GBP)	(%)	Current Principal Balance (GBP)	(%)
USED	362,959,056	99.4%	296,950,275	99.5%
NEW	2,111,734	0.6%	1,603,795	0.5%
Total	**365,070,790**	**100.0%**	**298,554,070**	**100.0%**

Internal Risk Tier	Current Principal Balance (GBP)	(%)	Current Principal Balance (GBP)	(%)
1	73,746,917	20.2%	56,715,647	19.0%
2	56,498,047	15.5%	45,194,388	15.1%
3	80,340,975	22.0%	68,018,700	22.8%
4	91,208,266	25.0%	76,402,070	25.6%
5	39,083,783	10.7%	33,614,477	11.3%
6	20,085,302	5.5%	16,289,099	5.5%
7	3,680,859	1.0%	2,152,715	0.7%
8	426,640	0.1%	166,975	0.1%
Total	**365,070,790**	**100.0%**	**298,554,070**	**100.0%**

Engine Type	Current Principal Balance (GBP)	(%)	Current Principal Balance (GBP)	(%)
Diesel	239,150,152	65.5%	195,096,868	65.3%
Petrol	123,126,070	33.7%	100,976,081	33.8%
Hybrid/Elec	2,369,156	0.6%	2,097,610	0.7%
Unknown	425,412	0.1%	383,511	0.1%
Total	**365,070,790**	**100.0%**	**298,554,070**	**100.0%**

Payment Method	Current Principal Balance (GBP)	(%)	Current Principal Balance (GBP)	(%)
OTHER	70,327	0.0%	43,699	0.0%
DIRECT DEBIT	365,000,463	100.0%	298,510,372	100.0%
Total	**365,070,790**	**100.0%**	**298,554,070**	**100.0%**

Main Borrower Employment Status	Current Principal Balance (GBP)	(%)	Current Principal Balance (GBP)	(%)
EMPLOYED	277,938,814	76.1%	223,268,221	74.8%
SELF EMPLOYED	84,224,316	23.1%	72,823,528	24.4%
UNEMPLOYED	153,712	0.0%	73,630	0.0%
RETIRED	850,429	0.2%	687,583	0.2%
OTHER	1,903,518	0.5%	1,701,108	0.6%
Total	**365,070,790**	**100.0%**	**298,554,070**	**100.0%**

Borrower Income

(GBP) [> =]	(GBP) [<]	Current Principal Balance (GBP)	(%)	Current Principal Balance (GBP)	(%)
	5,000	8,025	0.0%	3,933	0.0%
5,000	10,000	37,487	0.0%	17,049	0.0%
10,000	15,000	3,929,784	1.1%	2,784,125	0.9%
15,000	20,000	33,036,487	9.0%	23,391,308	7.8%
20,000	25,000	55,470,928	15.2%	42,468,531	14.2%
25,000	30,000	54,149,393	14.8%	42,611,181	14.3%
30,000	35,000	51,552,743	14.1%	42,035,093	14.1%
35,000	40,000	42,965,328	11.8%	36,126,679	12.1%
40,000	45,000	27,414,668	7.5%	23,647,646	7.9%
45,000	50,000	26,355,252	7.2%	23,213,178	7.8%
50,000		70,150,694	19.2%	62,255,348	20.9%
Total		**365,070,790**	**100.0%**	**298,554,070**	**100.0%**

Additional Income Verification Check

	Current Principal Balance (GBP)	(%)	Current Principal Balance (GBP)	(%)
FALSE	193,720,140	53.1%	184,906,801	61.9%
TRUE	52,583,276	14.4%	50,603,429	16.9%
ND	118,767,374	32.5%	63,043,841	21.1%
Total	**365,070,790**	**100.0%**	**298,554,070**	**100.0%**

LTV

(%) [> =]	(%) [<]	Current Principal Balance (GBP)	(%)	Current Principal Balance (GBP)	(%)
0	0.125	2,500	0.0%	2,340	0.0%
0.125	0.25	204,206	0.1%	177,640	0.1%
0.25	0.375	1,027,311	0.3%	875,048	0.3%
0.375	0.5	3,046,568	0.8%	2,569,744	0.9%
0.5	0.625	7,837,717	2.1%	6,436,643	2.2%
0.625	0.75	19,187,785	5.3%	15,629,737	5.2%
0.75	0.875	52,723,655	14.4%	42,600,063	14.3%
0.875	1	111,419,850	30.5%	91,747,551	30.7%
1	1.125	97,147,672	26.6%	80,254,686	26.9%
1.125	1.25	59,099,599	16.2%	47,598,343	15.9%
1.25	1.35	13,373,925	3.7%	10,662,277	3.6%
Total		**365,070,790**	**100.0%**	**298,554,070**	**100.0%**

Amortisation Type

	Current Principal Balance (GBP)	(%)	Current Principal Balance (GBP)	(%)
FULLY AMORTISING	365,070,790	100.0%	298,554,070	100.0%
Total	**365,070,790**	**100.0%**	**298,554,070**	**100.0%**

Customer Type

	Current Principal Balance (GBP)	(%)	Current Principal Balance (GBP)	(%)
INDIVIDUAL	365,070,790	100.0%	298,554,070	100.0%

Total	**365,070,790**	**100.0%**	**298,554,070**	**100.0%**

Product Type

	Current Principal Balance (GBP)	(%)	Current Principal Balance (GBP)	(%)
HIRE PURCHASE	365,070,790	100.0%	298,554,070	100.0%
Total	**365,070,790**	**100.0%**	**298,554,070**	**100.0%**

Introducer Type

	Current Principal Balance (GBP)	(%)	Current Principal Balance (GBP)	(%)
Dealer	126,007,903	34.5%	96,397,396	32.3%
Broker	228,984,996	62.7%	192,779,909	64.6%
Direct	10,077,891	2.8%	9,376,765	3.1%
Total	**365,070,790**	**100.0%**	**298,554,070**	**100.0%**

Borrower Region

	Current Principal Balance (GBP)	(%)	Current Principal Balance (GBP)	(%)
EAST OF ENGLAND	35,058,069	9.6%	28,063,596	9.4%
LONDON	34,027,892	9.3%	26,286,313	8.8%
SOUTH WEST	23,760,199	6.5%	19,650,177	6.6%
NORTH EAST	17,536,429	4.8%	14,540,545	4.9%
NORTH WEST	52,354,945	14.3%	43,412,141	14.5%
SOUTH EAST	40,494,921	11.1%	32,275,832	10.8%
YORKSHIRE AND THE HUMBER	34,772,659	9.5%	29,595,835	9.9%
SCOTLAND	24,623,702	6.7%	21,319,962	7.1%
WEST MIDLANDS	41,798,915	11.4%	34,041,679	11.4%
EAST MIDLANDS	28,883,849	7.9%	23,903,823	8.0%
WALES	27,566,916	7.6%	21,786,464	7.3%
Unknown	4,192,293	1.1%	3,677,703	1.2%
Total	**365,070,790**	**100.0%**	**298,554,070**	**100.0%**

Arrears Status

	Current Principal Balance (GBP)	(%)	Current Principal Balance (GBP)	(%)
Performing	346,886,820	95.0%	284,142,713	95.2%
1-30dpd	18,183,970	5.0%	14,411,357	4.8%
Total	**365,070,790**	**100.0%**	**298,554,070**	**100.0%**

Vehicle Age

(months) [> =]	(months) [<]	Current Principal Balance (GBP)	(%)	Current Principal Balance (GBP)	(%)
	11	5,087,986	1.4%	3,790,249	1.3%
11	23	8,394,203	2.3%	6,117,370	2.0%
23	35	19,253,489	5.3%	13,799,267	4.6%
35	47	54,419,873	14.9%	39,932,708	13.4%
47	59	59,293,835	16.2%	46,493,566	15.6%
59	71	54,021,450	14.8%	44,989,140	15.1%
71	83	53,383,403	14.6%	45,868,384	15.4%
83	95	48,502,955	13.3%	42,495,459	14.2%
95	107	34,144,526	9.4%	30,050,981	10.1%
107	119	18,987,499	5.2%	16,625,857	5.6%
119		9,581,569	2.6%	8,391,089	2.8%
Total		**365,070,790**	**100.0%**	**298,554,070**	**100.0%**

CO2

(g/km) [> =]	(g/km) [<]	Current Principal Balance (GBP)	(%)	Current Principal Balance (GBP)	(%)
	12	0	0.0%	0	0.0%
12	24	301,577	0.1%	266,310	0.1%
24	36	136,773	0.0%	126,515	0.0%
36	48	2,173,626	0.6%	1,723,361	0.6%
48	60	1,492,093	0.4%	1,341,440	0.4%
60	72	291,688	0.1%	198,226	0.1%
72	84	881,255	0.2%	639,852	0.2%
84	96	13,715,986	3.8%	10,790,834	3.6%
96	108	50,524,343	13.8%	39,434,215	13.2%
108	120	71,237,533	19.5%	56,996,735	19.1%
120		216,339,090	59.3%	180,273,741	60.4%
	ND	7,976,825	2.2%	6,762,842	2.3%
Total		**365,070,790**	**100.0%**	**298,554,070**	**100.0%**

Current Funding Entity

	Current Principal Balance (GBP)	(%)	Current Principal Balance (GBP)	(%)
Oodle Funding Ltd	251,738,477	69.0%	240,572,029	80.6%
Dowson 2020-1 Plc	113,332,313	31.0%	57,982,041	19.4%
Total	**365,070,790**	**100.0%**	**298,554,070**	**100.0%**

Note: Since origination, the Receivables in the Portfolio have been held in a special purpose vehicle used for warehousing purposes by the Seller or in a special purpose vehicle used as the issuer for one of the Seller's other public securitisation transactions. The Seller will repurchase the Receivables in the Portfolio from the above-mentioned funding entities on or before the Closing Date (or with respect to the Dowson 2020-1 Receivables, on or before the Dowson 2020-1 Sale Date) and prior to sale to the Issuer.

Run Out Schedule

The amortisation scenario below is based on the following assumptions:

(a) that no losses, prepayments or delinquencies occur; and

(b) in respect of each Financing 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 Regular Payments will be made by the relevant Obligor during the Calculation Period to which the first Interest Payment Date relates. For all other loans, one Regular Payment will be made by the relevant Obligor.

It should be noted that the actual amortisation of the Purchased Receivables may differ substantially from the amortisation scenario indicated below.

Start of Collection Period	End of Collection Period	IPD	Date	Scheduled Outstanding Balance (GBP)	Scheduled Amortisation (GBP)	Scheduled Interest (GBP)
22/08/2022	30/09/2022	1	20/10/2022	298,554,070	6,638,051	5,256,329
01/10/2022	31/10/2022	2	21/11/2022	291,916,019	5,284,446	4,084,787
01/11/2022	30/11/2022	3	20/12/2022	286,631,574	5,319,350	4,012,671
01/12/2022	31/12/2022	4	20/01/2023	281,312,224	5,361,422	3,940,032
01/01/2023	31/01/2023	5	20/02/2023	275,950,802	5,396,111	3,866,756
01/02/2023	28/02/2023	6	20/03/2023	270,554,691	5,434,352	3,792,957
01/03/2023	31/03/2023	7	20/04/2023	265,120,339	5,485,993	3,718,574
01/04/2023	30/04/2023	8	22/05/2023	259,634,347	5,545,974	3,643,399
01/05/2023	31/05/2023	9	20/06/2023	254,088,373	5,612,690	3,567,328
01/06/2023	30/06/2023	10	20/07/2023	248,475,683	5,680,490	3,490,277
01/07/2023	31/07/2023	11	21/08/2023	242,795,193	5,748,402	3,412,207
01/08/2023	31/08/2023	12	20/09/2023	237,046,791	5,799,264	3,333,118
01/09/2023	30/09/2023	13	20/10/2023	231,247,527	5,849,264	3,253,233
01/10/2023	31/10/2023	14	20/11/2023	225,398,263	5,887,576	3,172,575
01/11/2023	30/11/2023	15	20/12/2023	219,510,687	5,932,997	3,091,334
01/12/2023	31/12/2023	16	22/01/2024	213,577,690	5,980,189	3,009,397
01/01/2024	31/01/2024	17	20/02/2024	207,597,501	6,030,775	2,926,746
01/02/2024	29/02/2024	18	20/03/2024	201,566,726	6,079,615	2,843,330
01/03/2024	31/03/2024	19	22/04/2024	195,487,110	6,134,488	2,759,167
01/04/2024	30/04/2024	20	20/05/2024	189,352,622	6,183,440	2,674,173
01/05/2024	31/05/2024	21	20/06/2024	183,169,182	6,243,658	2,588,410
01/06/2024	30/06/2024	22	22/07/2024	176,925,524	6,306,578	2,501,695
01/07/2024	31/07/2024	23	20/08/2024	170,618,945	6,327,179	2,414,035
01/08/2024	31/08/2024	24	20/09/2024	164,291,766	6,173,950	2,325,988
01/09/2024	30/09/2024	25	21/10/2024	158,117,816	5,997,244	2,239,994
01/10/2024	31/10/2024	26	20/11/2024	152,120,572	5,772,831	2,156,319
01/11/2024	30/11/2024	27	20/12/2024	146,347,741	5,530,813	2,075,618
01/12/2024	31/12/2024	28	20/01/2025	140,816,927	5,285,923	1,998,171
01/01/2025	31/01/2025	29	20/02/2025	135,531,005	5,070,068	1,924,027
01/02/2025	28/02/2025	30	20/03/2025	130,460,937	4,808,094	1,852,808
01/03/2025	31/03/2025	31	22/04/2025	125,652,843	4,696,207	1,785,166
01/04/2025	30/04/2025	32	20/05/2025	120,956,637	4,629,812	1,719,022
01/05/2025	31/05/2025	33	20/06/2025	116,326,825	4,596,997	1,653,745
01/06/2025	30/06/2025	34	21/07/2025	111,729,828	4,606,372	1,588,915

01/07/2025	31/07/2025	35	20/08/2025	107,123,456	4,625,778	1,523,922
01/08/2025	31/08/2025	36	22/09/2025	102,497,678	4,659,039	1,458,617
01/09/2025	30/09/2025	37	20/10/2025	97,838,639	4,708,906	1,392,805
01/10/2025	31/10/2025	38	20/11/2025	93,129,733	4,745,692	1,326,235
01/11/2025	30/11/2025	39	22/12/2025	88,384,041	4,791,498	1,259,121
01/12/2025	31/12/2025	40	20/01/2026	83,592,543	4,840,211	1,191,329
01/01/2026	31/01/2026	41	20/02/2026	78,752,332	4,891,153	1,122,807
01/02/2026	28/02/2026	42	20/03/2026	73,861,179	4,938,117	1,053,519
01/03/2026	31/03/2026	43	20/04/2026	68,923,062	4,928,444	983,529
01/04/2026	30/04/2026	44	20/05/2026	63,994,618	4,839,861	913,598
01/05/2026	31/05/2026	45	22/06/2026	59,154,757	4,797,684	844,790
01/06/2026	30/06/2026	46	20/07/2026	54,357,073	4,770,768	776,564
01/07/2026	31/07/2026	47	20/08/2026	49,586,305	4,750,748	708,733
01/08/2026	31/08/2026	48	21/09/2026	44,835,557	4,742,428	641,167
01/09/2026	30/09/2026	49	20/10/2026	40,093,129	4,778,628	573,689
01/10/2026	31/10/2026	50	20/11/2026	35,314,501	4,786,506	505,680
01/11/2026	30/11/2026	51	21/12/2026	30,527,995	4,795,190	437,583
01/12/2026	31/12/2026	52	20/01/2027	25,732,804	4,822,553	369,386
01/01/2027	31/01/2027	53	22/02/2027	20,910,251	4,855,360	300,787
01/02/2027	28/02/2027	54	22/03/2027	16,054,891	4,879,805	231,708
01/03/2027	31/03/2027	55	20/04/2027	11,175,086	4,309,517	162,295
01/04/2027	30/04/2027	56	20/05/2027	6,865,569	3,035,501	100,651
01/05/2027	31/05/2027	57	21/06/2027	3,830,068	2,034,795	56,340
01/06/2027	30/06/2027	58	20/07/2027	1,795,274	1,272,706	26,411
01/07/2027	31/07/2027	59	20/08/2027	522,567	522,176	7,665
01/08/2027	31/08/2027	60	20/09/2027	392	392	6

Historical performance data

The historical performance data set out hereafter relate to the portfolio of auto Receivables originated by the Seller.

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.
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.

Cumulative gross default rates (excluding Voluntarily Terminated Receivables)

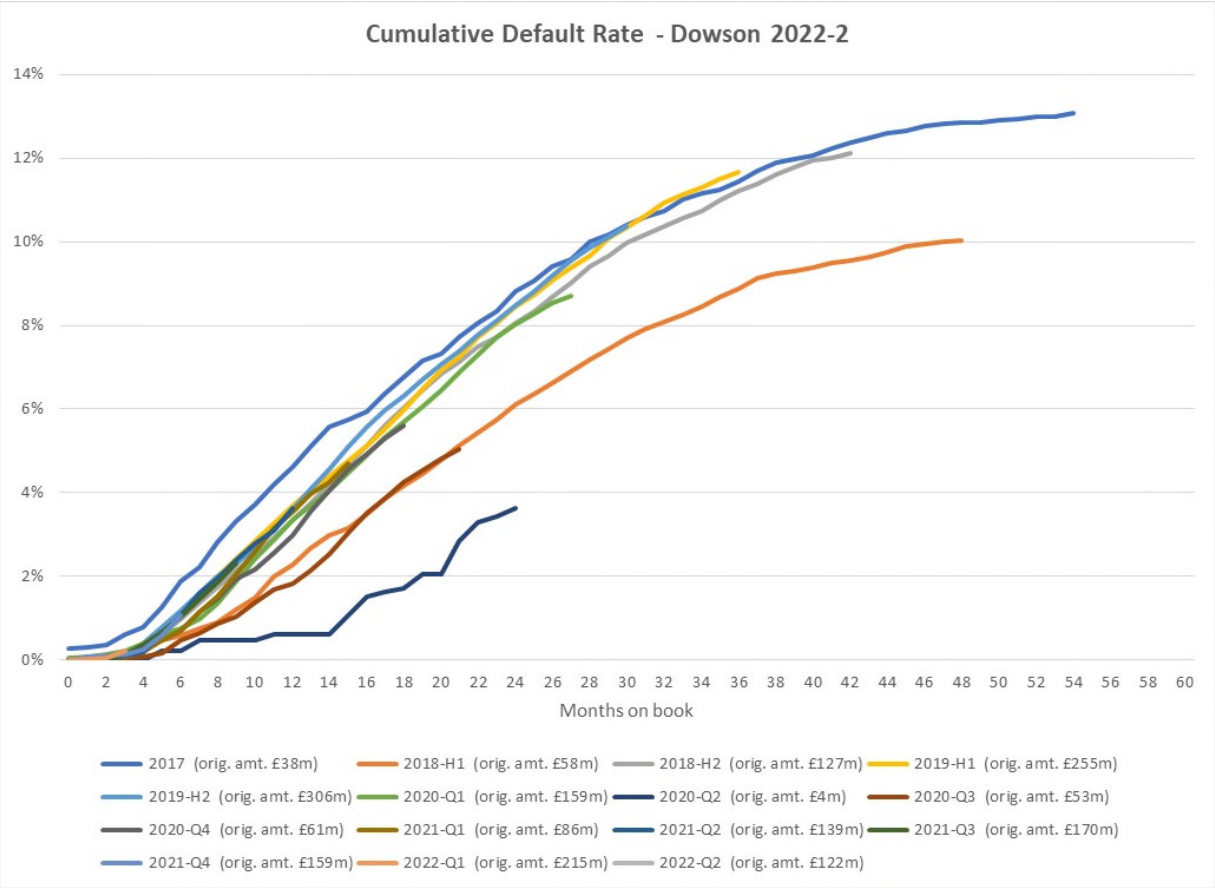
For a generation of originated Receivables (being all Receivables originated during the same quarter), the cumulative gross default rate in respect of a month is calculated as the ratio of:

i. the cumulative defaulted amount (excluding Voluntarily Terminated Receivables) recorded between the beginning of the quarter when such Receivables were originated and the end of the relevant month of that quarter, to

ii. the initial outstanding amount of such Receivables.

Data as of the end of June 2022.

Vintages	2017	2018-H1	2018-H2	2019-H1	2019-H2	2020-Q1	2020-Q2	2020-Q3	2020-Q4	2021-Q1	2021-Q2	2021-Q3	2021-Q4	2022-Q1	2022-Q2
0	0.26%	0.00%	0.01%	0.00%	0.00%	0.05%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1	0.30%	0.04%	0.04%	0.01%	0.01%	0.06%	0.00%	0.00%	0.00%	0.01%	0.00%	0.00%	0.06%	0.00%	
2	0.36%	0.04%	0.10%	0.05%	0.06%	0.13%	0.00%	0.02%	0.02%	0.04%	0.01%	0.03%	0.10%	0.05%	
3	0.60%	0.20%	0.16%	0.16%	0.18%	0.21%	0.00%	0.03%	0.11%	0.07%	0.10%	0.14%	0.14%	0.20%	
4	0.77%	0.39%	0.32%	0.39%	0.39%	0.38%	0.00%	0.07%	0.26%	0.20%	0.19%	0.36%	0.23%		
5	1.26%	0.46%	0.61%	0.76%	0.77%	0.61%	0.21%	0.17%	0.48%	0.47%	0.60%	0.67%	0.59%		
6	1.87%	0.57%	0.98%	1.13%	1.18%	0.74%	0.21%	0.46%	0.69%	0.68%	1.05%	1.03%	1.07%		
7	2.23%	0.74%	1.37%	1.55%	1.60%	0.99%	0.46%	0.63%	1.14%	1.14%	1.58%	1.46%			
8	2.80%	0.90%	1.72%	1.99%	1.98%	1.35%	0.46%	0.85%	1.45%	1.53%	1.94%	1.86%			
9	3.31%	1.21%	2.13%	2.40%	2.31%	1.88%	0.46%	1.03%	1.94%	2.04%	2.39%	2.31%			
10	3.72%	1.49%	2.51%	2.83%	2.66%	2.41%	0.46%	1.36%	2.17%	2.60%	2.77%				
11	4.19%	2.00%	2.91%	3.25%	3.11%	2.86%	0.61%	1.67%	2.57%	3.15%	3.10%				
12	4.61%	2.28%	3.35%	3.69%	3.60%	3.34%	0.61%	1.83%	2.99%	3.53%	3.62%				
13	5.09%	2.67%	3.75%	4.06%	4.08%	3.69%	0.61%	2.13%	3.53%	3.98%					
14	5.59%	2.98%	4.19%	4.40%	4.56%	4.05%	0.61%	2.52%	4.05%	4.25%					
15	5.75%	3.15%	4.68%	4.76%	5.11%	4.47%	1.07%	3.03%	4.56%	4.70%					
16	5.95%	3.47%	5.11%	5.12%	5.57%	4.89%	1.50%	3.51%	4.91%						
17	6.36%	3.84%	5.61%	5.51%	5.96%	5.31%	1.62%	3.87%	5.30%						
18	6.76%	4.17%	6.02%	5.98%	6.32%	5.67%	1.71%	4.24%	5.59%						
19	7.16%	4.46%	6.45%	6.47%	6.70%	6.07%	2.04%	4.52%							
20	7.32%	4.79%	6.83%	6.92%	7.07%	6.46%	2.04%	4.80%							
21	7.72%	5.12%	7.13%	7.25%	7.39%	6.88%	2.84%	5.05%							
22	8.05%	5.44%	7.49%	7.71%	7.76%	7.29%	3.28%								
23	8.34%	5.76%	7.72%	8.05%	8.10%	7.72%	3.42%								
24	8.83%	6.10%	8.07%	8.44%	8.48%	8.03%	3.63%								
25	9.08%	6.35%	8.35%	8.73%	8.83%	8.29%									
26	9.42%	6.63%	8.67%	9.08%	9.18%	8.53%									
27	9.57%	6.90%	9.02%	9.39%	9.56%	8.72%									
28	9.99%	7.18%	9.40%	9.67%	9.86%										
29	10.17%	7.44%	9.65%	10.08%	10.12%										
30	10.39%	7.70%	9.96%	10.34%	10.38%										
31	10.59%	7.90%	10.18%	10.62%											
32	10.74%	8.08%	10.37%	10.92%											
33	11.02%	8.25%	10.58%	11.13%											
34	11.15%	8.46%	10.74%	11.30%											
35	11.25%	8.67%	11.00%	11.49%											
36	11.44%	8.87%	11.22%	11.68%											
37	11.69%	9.12%	11.37%												
38	11.88%	9.24%	11.61%												
39	11.99%	9.31%	11.78%												
40	12.07%	9.37%	11.94%												
41	12.24%	9.50%	12.02%												
42	12.36%	9.56%	12.13%												
43	12.50%	9.65%													
44	12.60%	9.75%													
45	12.65%	9.89%													
46	12.78%	9.94%													
47	12.83%	9.99%													
48	12.84%	10.02%													
49	12.87%														
50	12.91%														
51	12.94%														
52	12.98%														
53	13.00%														
54	13.09%														


Cumulative Default Rate - Dowson 2022-2
14%
12%
10%
8%
6%
4%
2%
0%
0 2 4 6 8 10 12 14 16 18 20 22 24 26 28 30 32 34 36 38 40 42 44 46 48 50 52 54 56 58 60
Months on book
2017 (orig. amt. £38m)
2018-H1 (orig. amt. £58m)
2018-H2 (orig. amt. £127m)
2019-H1 (orig. amt. £255m)
2019-H2 (orig. amt. £306m)
2020-Q1 (orig. amt. £159m)
2020-Q2 (orig. amt. £4m)
2020-Q3 (orig. amt. £53m)
2020-Q4 (orig. amt. £61m)
2021-Q1 (orig. amt. £86m)
2021-Q2 (orig. amt. £139m)
2021-Q3 (orig. amt. £170m)
2021-Q4 (orig. amt. £159m)
2022-Q1 (orig. amt. £215m)
2022-Q2 (orig. amt. £122m)

Cumulative gross default rates (Voluntarily Terminated Receivables)

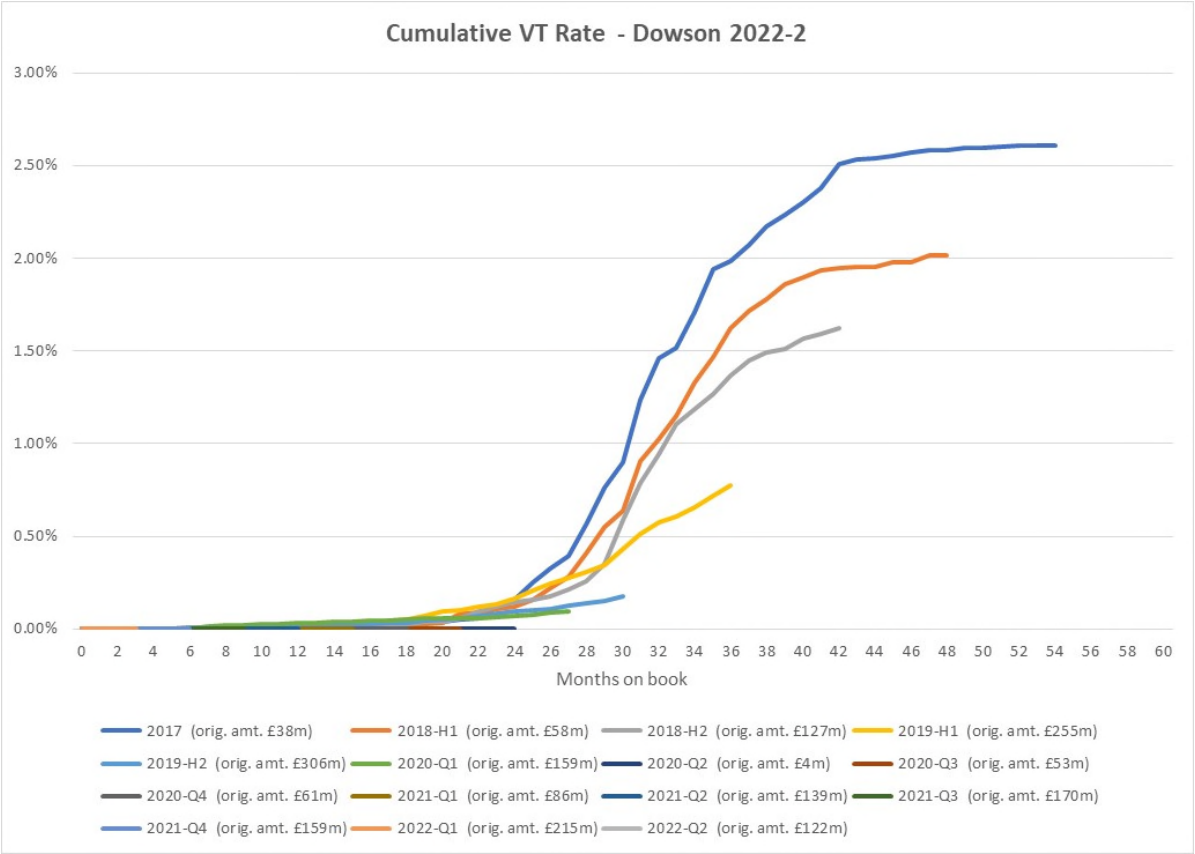
For a generation of originated Receivables (being all Receivables originated during the same quarter), the cumulative gross default rate relating only to Voluntarily Terminated Receivables in respect of a month is calculated as the ratio of:

i. the cumulative defaulted amount in relation to such Voluntarily Terminated Receivables recorded between the beginning of the quarter when such Receivables were originated and the end of the relevant month of that quarter, to

ii. the initial outstanding amount of such Receivables.

Data as of the end of June 2022.

Vintage	2017	2018-H1	2018-H2	2019-H1	2019-H2	2020-Q1	2020-Q2	2020-Q3	2020-Q4	2021-Q1	2021-Q2	2021-Q3	2021-Q4	2022-Q1	2022-Q2
0	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
2	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
3	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
4	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		
5	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		
6	0.00%	0.00%	0.00%	0.01%	0.01%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.01%	0.00%		
7	0.00%	0.00%	0.00%	0.01%	0.01%	0.02%	0.00%	0.00%	0.00%	0.00%	0.00%	0.01%			
8	0.00%	0.00%	0.00%	0.01%	0.01%	0.02%	0.00%	0.00%	0.00%	0.00%	0.00%	0.01%			
9	0.00%	0.00%	0.00%	0.01%	0.01%	0.02%	0.00%	0.00%	0.00%	0.00%	0.00%	0.01%			
10	0.01%	0.00%	0.00%	0.01%	0.01%	0.03%	0.00%	0.00%	0.00%	0.00%	0.00%				
11	0.01%	0.00%	0.00%	0.01%	0.02%	0.03%	0.00%	0.00%	0.00%	0.00%	0.00%				
12	0.01%	0.01%	0.00%	0.01%	0.02%	0.03%	0.00%	0.00%	0.00%	0.00%	0.00%				
13	0.01%	0.01%	0.00%	0.01%	0.02%	0.04%	0.00%	0.00%	0.00%	0.00%					
14	0.01%	0.01%	0.01%	0.02%	0.03%	0.04%	0.00%	0.00%	0.00%	0.00%					
15	0.01%	0.01%	0.01%	0.02%	0.03%	0.04%	0.00%	0.00%	0.00%	0.00%					
16	0.01%	0.01%	0.01%	0.03%	0.03%	0.04%	0.00%	0.00%	0.00%						
17	0.02%	0.02%	0.02%	0.04%	0.03%	0.05%	0.00%	0.00%	0.00%						
18	0.04%	0.02%	0.03%	0.05%	0.04%	0.05%	0.00%	0.00%	0.00%						
19	0.04%	0.03%	0.04%	0.07%	0.04%	0.06%	0.00%	0.00%							
20	0.04%	0.04%	0.04%	0.09%	0.05%	0.06%	0.00%	0.00%							
21	0.06%	0.08%	0.06%	0.10%	0.06%	0.06%	0.00%	0.00%							
22	0.06%	0.09%	0.10%	0.12%	0.07%	0.06%	0.00%								
23	0.12%	0.11%	0.12%	0.13%	0.09%	0.07%	0.00%								
24	0.16%	0.12%	0.14%	0.17%	0.10%	0.07%	0.00%								
25	0.25%	0.16%	0.16%	0.21%	0.10%	0.08%									
26	0.33%	0.22%	0.18%	0.25%	0.11%	0.09%									
27	0.39%	0.28%	0.21%	0.28%	0.12%	0.09%									
28	0.57%	0.41%	0.26%	0.31%	0.14%										
29	0.77%	0.55%	0.35%	0.35%	0.15%										
30	0.90%	0.64%	0.59%	0.43%	0.18%										
31	1.23%	0.91%	0.79%	0.52%											
32	1.46%	1.02%	0.95%	0.58%											
33	1.52%	1.15%	1.11%	0.61%											
34	1.71%	1.33%	1.19%	0.66%											
35	1.94%	1.47%	1.27%	0.72%											
36	1.99%	1.62%	1.37%	0.78%											
37	2.07%	1.72%	1.45%												
38	2.17%	1.78%	1.49%												
39	2.23%	1.86%	1.51%												
40	2.30%	1.90%	1.57%												
41	2.38%	1.94%	1.59%												
42	2.51%	1.95%	1.62%												
43	2.53%	1.95%													
44	2.54%	1.95%													
45	2.55%	1.98%													
46	2.57%	1.98%													
47	2.58%	2.01%													
48	2.58%	2.01%													
49	2.60%														
50	2.60%														
51	2.60%														
52	2.61%														
53	2.61%														
54	2.61%														


Cumulative VT Rate - Dowson 2022-2
3.00%
2.50%
2.00%
1.50%
1.00%
0.50%
0.00%
0 2 4 6 8 10 12 14 16 18 20 22 24 26 28 30 32 34 36 38 40 42 44 46 48 50 52 54 56 58 60
Months on book
2017 (orig. amt. £38m)
2018-H1 (orig. amt. £58m)
2018-H2 (orig. amt. £127m)
2019-H1 (orig. amt. £255m)
2019-H2 (orig. amt. £306m)
2020-Q1 (orig. amt. £159m)
2020-Q2 (orig. amt. £4m)
2020-Q3 (orig. amt. £53m)
2020-Q4 (orig. amt. £61m)
2021-Q1 (orig. amt. £86m)
2021-Q2 (orig. amt. £139m)
2021-Q3 (orig. amt. £170m)
2021-Q4 (orig. amt. £159m)
2022-Q1 (orig. amt. £215m)
2022-Q2 (orig. amt. £122m)

Cumulative recovery rates (excluding Voluntarily Terminated Receivables)

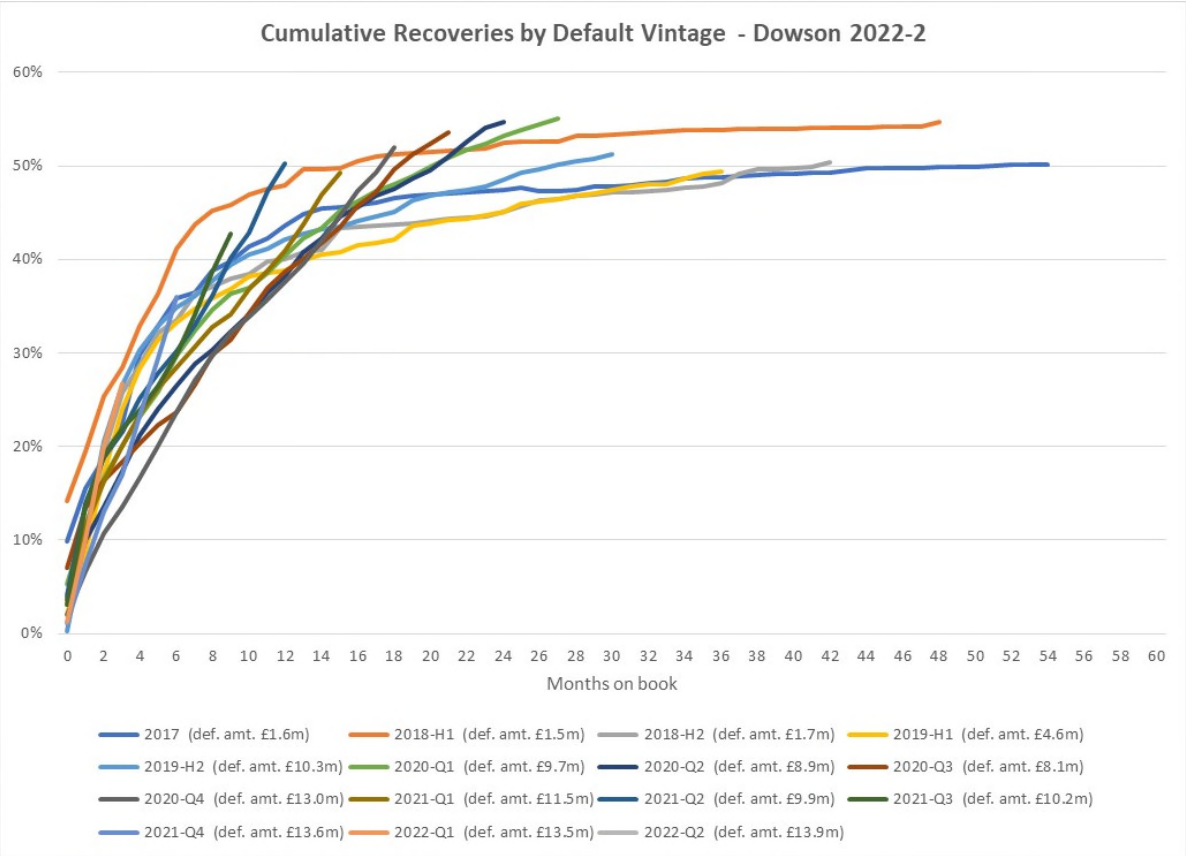
For a generation of Defaulted Receivables (being all loans defaulted during the same quarter), the cumulative recovery rate in respect of a month is calculated as the ratio of:

i. the cumulative recovered amounts (excluding Voluntarily Terminated Receivables) recorded between the beginning of the quarter when such Receivables were defaulted and the end of the relevant month of that quarter, to

the gross defaulted amount of such Receivables.

Data as of the end of June 2022.

Vintage	2017	2018-H1	2018-H2	2019-H1	2019-H2	2020-Q1	2020-Q2	2020-Q3	2020-Q4	2021-Q1	2021-Q2	2021-Q3	2021-Q4	2022-Q1	2022-Q2
0	9.85%	14.17%	3.11%	2.14%	0.28%	5.36%	3.66%	6.97%	2.03%	3.54%	4.03%	3.04%	1.09%	1.22%	1.60%
1	15.48%	19.46%	9.78%	8.73%	10.50%	11.75%	10.02%	13.46%	6.65%	11.41%	13.97%	13.64%	7.45%	10.15%	
2	18.71%	25.35%	19.40%	17.07%	20.62%	16.68%	13.54%	16.40%	10.73%	16.26%	18.90%	19.12%	13.00%	20.09%	
3	22.50%	28.48%	25.70%	24.07%	26.55%	20.06%	17.43%	18.41%	13.52%	20.06%	21.51%	21.91%	17.03%	26.73%	
4	29.78%	32.92%	28.73%	28.36%	30.32%	23.17%	21.21%	20.32%	16.62%	23.45%	25.09%	23.93%	23.26%		
5	32.91%	36.36%	32.13%	31.41%	32.91%	25.83%	23.98%	22.26%	20.10%	26.22%	27.78%	26.48%	29.48%		
6	35.84%	41.15%	33.53%	33.21%	34.82%	29.67%	26.53%	23.66%	23.68%	28.51%	30.20%	29.86%	35.91%		
7	36.52%	43.68%	36.28%	34.75%	36.06%	32.43%	28.81%	26.55%	27.08%	30.62%	32.98%	34.09%			
8	38.80%	45.23%	37.10%	35.78%	37.64%	34.58%	30.36%	29.77%	29.73%	32.74%	36.05%	38.72%			
9	39.84%	45.87%	37.88%	36.80%	39.42%	36.32%	32.27%	31.38%	32.15%	34.16%	40.09%	42.76%			
10	41.37%	46.88%	38.45%	38.12%	40.47%	36.94%	34.13%	34.25%	33.88%	36.82%	42.92%				
11	42.28%	47.56%	39.82%	38.60%	41.15%	38.50%	36.49%	36.99%	35.70%	38.83%	47.25%				
12	43.66%	47.89%	39.98%	38.84%	42.07%	40.34%	38.23%	38.70%	37.53%	40.86%	50.31%				
13	44.85%	49.58%	40.81%	39.87%	42.79%	42.21%	40.78%	40.04%	39.50%	43.67%					
14	45.43%	49.69%	41.03%	40.49%	43.22%	43.34%	42.20%	41.73%	41.98%	46.92%					
15	45.56%	49.79%	43.36%	40.82%	43.54%	45.16%	44.63%	43.53%	44.66%	49.25%					
16	45.83%	50.45%	43.53%	41.49%	44.13%	46.17%	45.53%	45.72%	47.27%						
17	46.03%	50.94%	43.64%	41.71%	44.62%	47.26%	46.79%	47.18%	49.22%						
18	46.50%	51.20%	43.75%	42.16%	45.13%	48.07%	47.52%	49.60%	51.97%						
19	46.80%	51.30%	43.84%	43.57%	46.26%	48.92%	48.68%	51.28%							
20	46.88%	51.42%	44.06%	43.89%	46.75%	49.83%	49.46%	52.40%							
21	47.04%	51.63%	44.31%	44.22%	47.14%	50.82%	50.96%	53.59%							
22	47.12%	51.72%	44.41%	44.39%	47.43%	51.73%	52.62%								
23	47.31%	51.81%	44.53%	44.68%	47.81%	52.40%	54.04%								
24	47.42%	52.52%	45.05%	45.07%	48.52%	53.17%	54.73%								
25	47.61%	52.60%	45.74%	45.94%	49.25%	53.85%									
26	47.27%	52.63%	46.27%	46.14%	49.67%	54.49%									
27	47.35%	52.63%	46.41%	46.38%	50.10%	55.04%									
28	47.41%	53.15%	46.80%	46.78%	50.53%										
29	47.76%	53.24%	46.90%	47.02%	50.69%										
30	47.82%	53.27%	47.12%	47.38%	51.17%										
31	47.89%	53.42%	47.20%	47.76%											
32	48.18%	53.62%	47.29%	48.02%											
33	48.24%	53.65%	47.39%	48.07%											
34	48.67%	53.84%	47.67%	48.68%											
35	48.74%	53.86%	47.75%	49.18%											
36	48.81%	53.88%	48.19%	49.45%											
37	48.93%	53.92%	49.11%												
38	49.06%	53.95%	49.62%												
39	49.12%	53.97%	49.66%												
40	49.20%	54.00%	49.75%												
41	49.25%	54.03%	49.87%												
42	49.30%	54.05%	50.35%												
43	49.46%	54.07%													
44	49.75%	54.10%													
45	49.80%	54.15%													
46	49.74%	54.19%													
47	49.79%	54.21%													
48	49.84%	54.63%													
49	49.89%														
50	49.93%														
51	49.97%														
52	50.07%														
53	50.11%														
54	50.19%														


Cumulative Recoveries by Default Vintage - Dowson 2022-2
60%
50%
40%
30%
20%
10%
0%
0 2 4 6 8 10 12 14 16 18 20 22 24 26 28 30 32 34 36 38 40 42 44 46 48 50 52 54 56 58 60
Months on book
2017 (def. amt. £1.6m)
2018-H1 (def. amt. £1.5m)
2018-H2 (def. amt. £1.7m)
2019-H1 (def. amt. £4.6m)
2019-H2 (def. amt. £10.3m)
2020-Q1 (def. amt. £9.7m)
2020-Q2 (def. amt. £8.9m)
2020-Q3 (def. amt. £8.1m)
2020-Q4 (def. amt. £13.0m)
2021-Q1 (def. amt. £11.5m)
2021-Q2 (def. amt. £9.9m)
2021-Q3 (def. amt. £10.2m)
2021-Q4 (def. amt. £13.6m)
2022-Q1 (def. amt. £13.5m)
2022-Q2 (def. amt. £13.9m)

Cumulative recovery rates (Voluntarily Terminated Receivables)

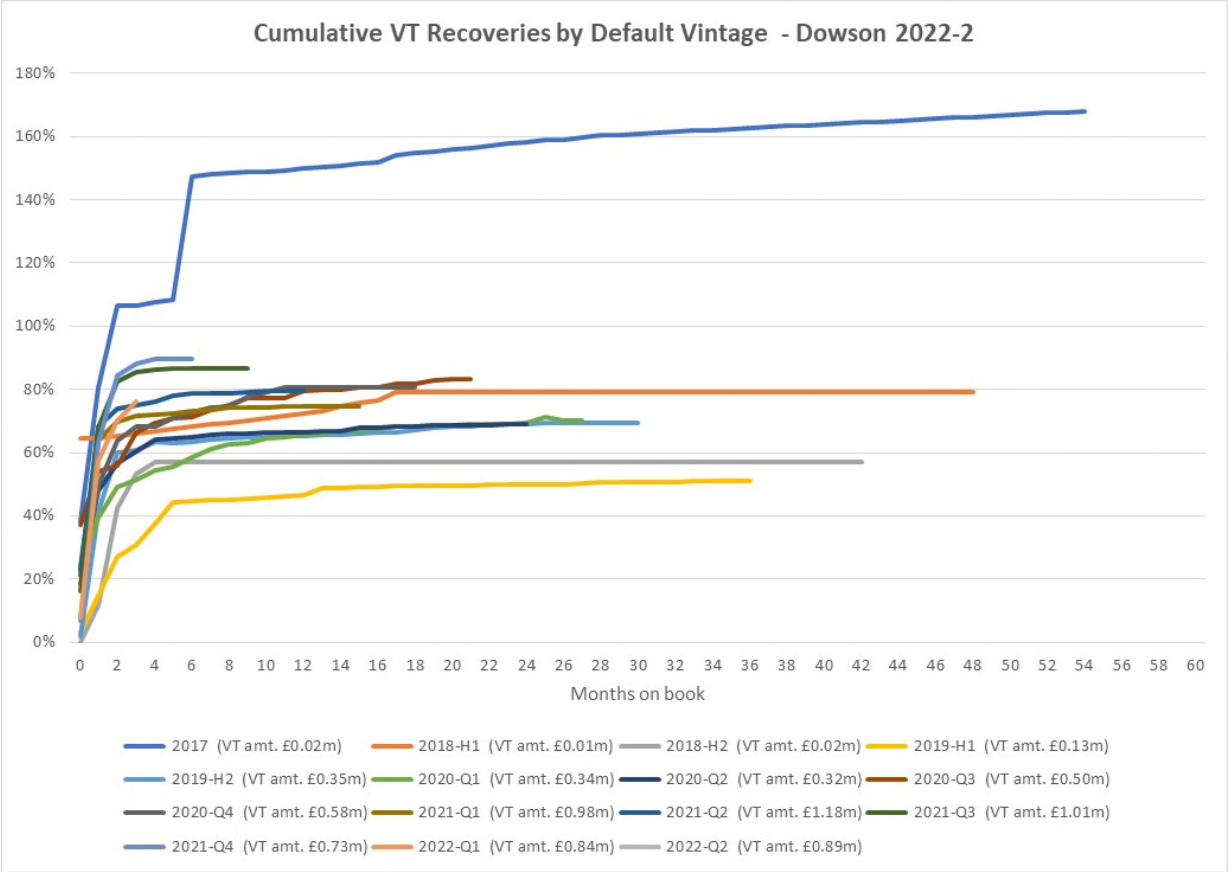
For a generation of Voluntarily Terminated Receivables (being all loans defaulted during the same quarter), the cumulative recovery rate in respect of a month is calculated as the ratio of:

i. the cumulative recovered amounts in relation to such Voluntarily Terminated Receivables recorded between the beginning of the quarter when such Receivables were defaulted and the end of the relevant month of that quarter, to

ii. the gross defaulted amount of such Receivables.

Data as of the end of June 2022.

Vintage	2017	2018-H1	2018-H2	2019-H1	2019-H2	2020-Q1	2020-Q2	2020-Q3	2020-Q4	2021-Q1	2021-Q2	2021-Q3	2021-Q4	2022-Q1	2022-Q2
0	38.44%	64.58%	0.00%	3.35%	2.02%	23.31%	20.85%	37.11%	18.45%	23.88%	22.51%	16.28%	6.64%	8.02%	3.66%
1	80.58%	64.58%	11.49%	14.72%	41.12%	39.51%	48.18%	54.04%	49.39%	64.19%	68.28%	67.80%	63.16%	57.43%	
2	106.44%	65.29%	42.56%	26.90%	59.83%	49.29%	56.78%	55.90%	63.83%	69.89%	73.97%	82.47%	84.37%	70.03%	
3	106.44%	65.99%	53.26%	30.90%	60.92%	51.57%	60.36%	66.32%	68.18%	71.50%	74.98%	85.32%	88.12%	76.10%	
4	107.48%	66.70%	57.19%	37.63%	63.39%	54.45%	64.11%	69.44%	68.44%	72.17%	76.14%	86.23%	89.56%		
5	108.51%	67.41%	57.19%	44.23%	62.96%	55.51%	64.53%	70.77%	71.05%	72.31%	77.91%	86.46%	89.77%		
6	147.25%	68.12%	57.19%	44.54%	63.29%	58.35%	64.87%	71.11%	72.92%	73.23%	78.84%	86.61%	89.81%		
7	148.13%	68.83%	57.19%	44.85%	64.29%	61.10%	65.66%	73.65%	74.42%	73.36%	78.89%	86.64%			
8	148.43%	69.53%	57.19%	45.15%	64.60%	62.55%	65.99%	75.08%	74.56%	74.15%	78.92%	86.75%			
9	148.73%	70.24%	57.19%	45.45%	64.92%	62.85%	66.03%	77.12%	77.79%	74.33%	78.95%	86.77%			
10	149.02%	70.95%	57.19%	45.75%	65.07%	64.57%	66.20%	77.21%	79.31%	74.41%	79.50%				
11	149.38%	71.66%	57.19%	46.05%	65.17%	65.04%	66.23%	77.39%	80.49%	74.51%	79.56%				
12	149.97%	72.36%	57.19%	46.35%	65.45%	65.82%	66.48%	79.66%	80.58%	74.64%	79.59%				
13	150.26%	73.07%	57.19%	48.77%	65.56%	66.01%	66.64%	79.80%	80.57%	74.68%					
14	150.56%	74.49%	57.19%	48.93%	65.66%	66.77%	66.69%	80.04%	80.59%	74.71%					
15	151.45%	75.90%	57.19%	48.96%	66.19%	67.10%	67.85%	80.57%	80.61%	74.75%					
16	151.74%	76.61%	57.19%	49.11%	66.31%	67.44%	67.87%	80.64%	80.64%						
17	154.13%	79.18%	57.19%	49.42%	66.47%	68.19%	68.35%	81.79%	80.67%						
18	154.72%	79.18%	57.19%	49.51%	67.32%	68.37%	68.44%	81.86%	80.72%						
19	155.31%	79.18%	57.19%	49.59%	67.98%	68.56%	68.49%	83.03%							
20	155.91%	79.18%	57.19%	49.65%	68.14%	68.73%	68.57%	83.08%							
21	156.50%	79.18%	57.19%	49.70%	68.36%	68.91%	68.59%	83.13%							
22	157.09%	79.18%	57.19%	49.71%	68.83%	69.09%	68.61%								
23	157.68%	79.18%	57.19%	49.81%	69.04%	69.16%	68.89%								
24	158.27%	79.18%	57.19%	49.82%	69.13%	69.23%	69.09%								
25	158.86%	79.18%	57.19%	49.91%	69.20%	71.08%									
26	159.16%	79.18%	57.19%	49.93%	69.22%	70.01%									
27	159.75%	79.18%	57.19%	50.23%	69.23%	70.05%									
28	160.34%	79.18%	57.19%	50.46%	69.28%										
29	160.64%	79.18%	57.19%	50.46%	69.30%										
30	160.93%	79.18%	57.19%	50.57%	69.32%										
31	161.23%	79.18%	57.19%	50.76%											
32	161.52%	79.18%	57.19%	50.80%											
33	161.82%	79.18%	57.19%	50.84%											
34	162.12%	79.18%	57.19%	50.88%											
35	162.41%	79.18%	57.19%	50.99%											
36	162.71%	79.18%	57.19%	51.19%											
37	163.00%	79.18%	57.19%												
38	163.30%	79.18%	57.19%												
39	163.59%	79.18%	57.19%												
40	163.89%	79.18%	57.19%												
41	164.19%	79.18%	57.19%												
42	164.48%	79.18%	57.19%												
43	164.78%	79.18%													
44	165.07%	79.18%													
45	165.37%	79.18%													
46	165.66%	79.18%													
47	165.96%	79.18%													
48	166.26%	79.18%													
49	166.55%														
50	166.85%														
51	167.14%														
52	167.44%														
53	167.73%														
54	168.03%														


Cumulative VT Recoveries by Default Vintage - Dowson 2022-2
180%
160%
140%
120%
100%
80%
60%
40%
20%
0%
0 2 4 6 8 10 12 14 16 18 20 22 24 26 28 30 32 34 36 38 40 42 44 46 48 50 52 54 56 58 60
Months on book
2017 (VT amt. £0.02m)
2018-H1 (VT amt. £0.01m)
2018-H2 (VT amt. £0.02m)
2019-H1 (VT amt. £0.13m)
2019-H2 (VT amt. £0.35m)
2020-Q1 (VT amt. £0.34m)
2020-Q2 (VT amt. £0.32m)
2020-Q3 (VT amt. £0.50m)
2020-Q4 (VT amt. £0.58m)
2021-Q1 (VT amt. £0.98m)
2021-Q2 (VT amt. £1.18m)
2021-Q3 (VT amt. £1.01m)
2021-Q4 (VT amt. £0.73m)
2022-Q1 (VT amt. £0.84m)
2022-Q2 (VT amt. £0.89m)

Prepayments

For a given month, the annual prepayment rate (APPR) is calculated from the monthly prepayment rate (MPPR) according to the following formula: APPR = (MPPR)*12.

The monthly prepayment rate (MPPR) is calculated as the ratio of:

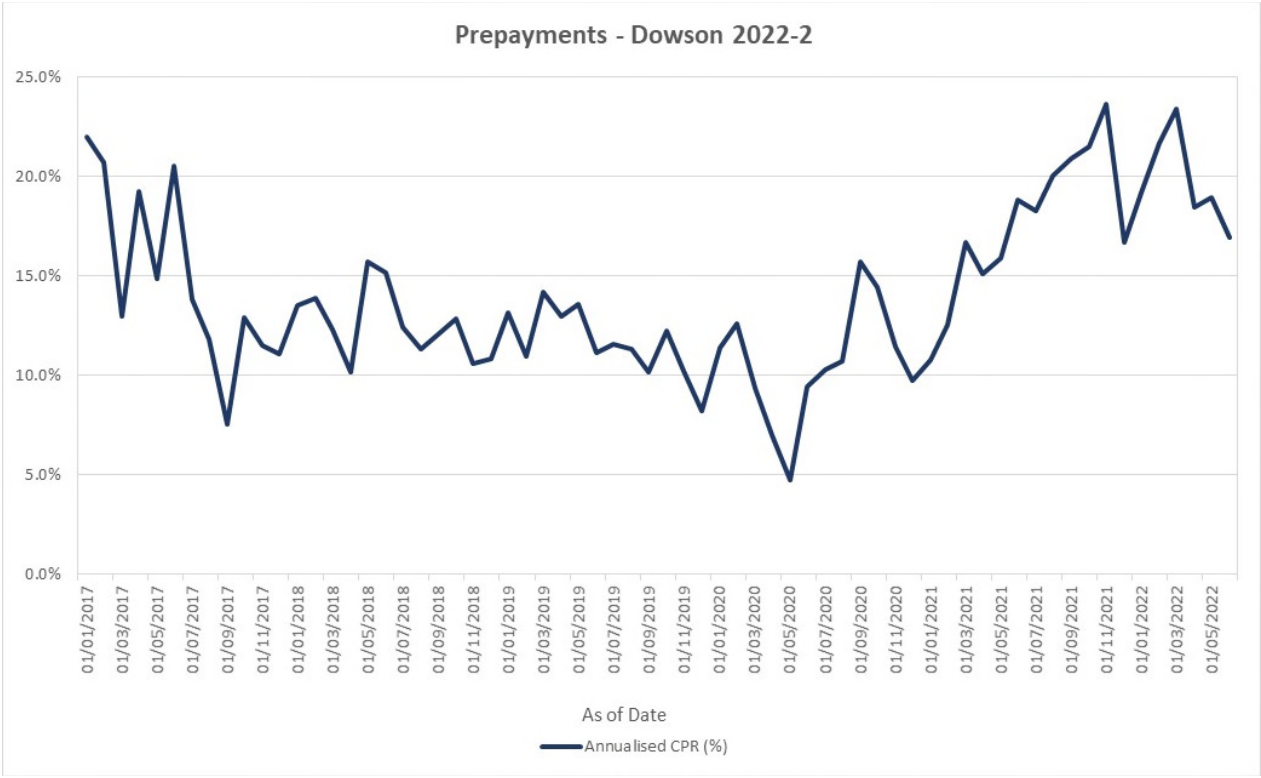
i. the unscheduled principal amounts prepaid during the month, to

ii. the outstanding principal balance of all Receivables at the end of the previous month.

APPR

As of date	Total Settled (£)	Book Balance (£)	Annualised CPR (%)
31/01/2017	128,744	12,659,886	22.0%
28/02/2017	154,142	14,200,101	20.7%
31/03/2017	117,938	16,148,844	13.0%
30/04/2017	203,015	18,406,338	19.2%
31/05/2017	175,691	20,561,187	14.8%
30/06/2017	276,296	23,217,579	20.5%
31/07/2017	211,581	27,082,274	13.8%
31/08/2017	202,398	30,066,293	11.8%
30/09/2017	146,270	32,745,582	7.6%
31/10/2017	291,056	36,072,889	12.9%
30/11/2017	288,246	38,811,926	11.5%
31/12/2017	302,199	40,794,366	11.1%
31/01/2018	405,642	45,294,809	13.5%
28/02/2018	449,517	51,092,365	13.9%
31/03/2018	418,328	58,098,342	12.3%
30/04/2018	384,528	65,746,960	10.2%
31/05/2018	668,982	77,589,814	15.7%
30/06/2018	733,969	89,136,380	15.2%
31/07/2018	681,502	102,695,419	12.4%
31/08/2018	731,491	118,501,376	11.3%
30/09/2018	893,577	135,278,094	12.0%
31/10/2018	1,101,434	158,013,959	12.9%
30/11/2018	1,045,351	180,606,807	10.6%
31/12/2018	1,219,615	197,229,339	10.8%
31/01/2019	1,727,657	226,878,200	13.1%
28/02/2019	1,649,074	257,519,713	11.0%
31/03/2019	2,330,150	292,092,233	14.2%
30/04/2019	2,455,016	330,092,149	13.0%
31/05/2019	2,915,465	370,466,200	13.6%
30/06/2019	2,715,077	409,573,010	11.2%
31/07/2019	3,181,272	455,317,566	11.6%
31/08/2019	3,495,684	498,608,425	11.3%
30/09/2019	3,471,401	539,410,540	10.2%
31/10/2019	4,640,457	579,011,611	12.2%
30/11/2019	4,243,659	613,307,467	10.2%
31/12/2019	3,684,534	635,934,898	8.2%
31/01/2020	5,482,801	675,854,550	11.4%
29/02/2020	6,433,358	718,734,687	12.6%
31/03/2020	4,957,477	737,445,694	9.4%
30/04/2020	3,948,258	721,008,102	7.0%
31/05/2020	2,853,785	705,881,390	4.8%
30/06/2020	5,799,249	691,848,225	9.4%
31/07/2020	6,173,366	686,212,170	10.3%
31/08/2020	6,286,182	683,351,126	10.7%
30/09/2020	9,068,499	686,428,997	15.7%
31/10/2020	8,245,473	687,885,932	14.4%
30/11/2020	6,511,199	684,287,097	11.4%
31/12/2020	5,557,454	680,360,091	9.7%
31/01/2021	6,183,592	681,596,074	10.8%
28/02/2021	7,167,101	686,043,745	12.6%
31/03/2021	9,454,233	694,942,715	16.7%
30/04/2021	8,567,130	711,456,185	15.1%
31/05/2021	9,072,989	730,141,116	15.9%
30/06/2021	10,882,557	755,684,874	18.8%

31/07/2021	10,834,336	781,294,073	18.3%
31/08/2021	12,177,782	806,280,602	20.0%
30/09/2021	13,150,656	835,045,605	20.9%
31/10/2021	14,010,494	861,461,252	21.5%
30/11/2021	15,880,978	881,993,488	23.6%
31/12/2021	11,607,516	889,964,822	16.7%
31/01/2022	13,762,951	924,019,989	19.2%
28/02/2022	15,948,236	957,571,482	21.7%
31/03/2022	17,358,531	990,659,853	23.4%
30/04/2022	14,183,318	998,155,794	18.4%
31/05/2022	15,104,056	1,002,596,459	18.9%
30/06/2022	13,997,479	998,596,563	17.0%

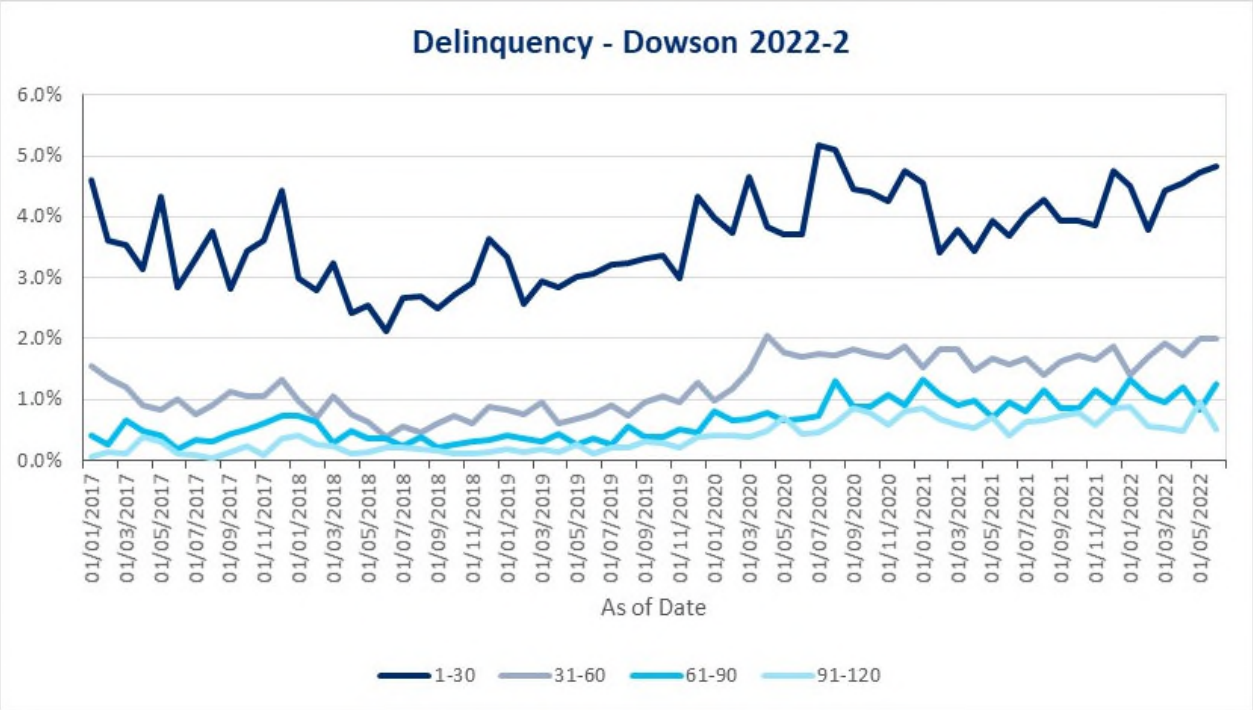


Delinquencies

For a given month and a given delinquency bucket (e.g. 1-30 days past due), the delinquencies table below shows the percentage of all loans that are in each respective delinquency bucket as at the end of each month.

As of date	1-30	31-60	61-90	91-120
31/01/2017	4.6%	1.5%	0.4%	0.1%
28/02/2017	3.6%	1.4%	0.3%	0.1%
31/03/2017	3.5%	1.2%	0.7%	0.1%
30/04/2017	3.1%	0.9%	0.5%	0.4%
31/05/2017	4.3%	0.8%	0.4%	0.3%
30/06/2017	2.8%	1.0%	0.2%	0.1%
31/07/2017	3.3%	0.8%	0.3%	0.1%
31/08/2017	3.8%	0.9%	0.3%	0.0%
30/09/2017	2.8%	1.1%	0.4%	0.1%
31/10/2017	3.4%	1.0%	0.5%	0.2%
30/11/2017	3.6%	1.1%	0.6%	0.1%
31/12/2017	4.4%	1.3%	0.7%	0.4%
31/01/2018	3.0%	1.0%	0.7%	0.4%
28/02/2018	2.8%	0.7%	0.6%	0.3%
31/03/2018	3.3%	1.1%	0.3%	0.2%
30/04/2018	2.4%	0.8%	0.5%	0.1%
31/05/2018	2.5%	0.6%	0.4%	0.1%
30/06/2018	2.1%	0.4%	0.4%	0.2%
31/07/2018	2.7%	0.6%	0.2%	0.2%
31/08/2018	2.7%	0.5%	0.4%	0.2%
30/09/2018	2.5%	0.6%	0.2%	0.2%
31/10/2018	2.7%	0.7%	0.3%	0.1%
30/11/2018	2.9%	0.6%	0.3%	0.1%
31/12/2018	3.6%	0.9%	0.3%	0.1%
31/01/2019	3.3%	0.8%	0.4%	0.2%
28/02/2019	2.6%	0.7%	0.4%	0.1%
31/03/2019	2.9%	1.0%	0.3%	0.2%
30/04/2019	2.8%	0.6%	0.4%	0.1%
31/05/2019	3.0%	0.7%	0.3%	0.3%
30/06/2019	3.1%	0.8%	0.4%	0.1%
31/07/2019	3.2%	0.9%	0.3%	0.2%
31/08/2019	3.2%	0.7%	0.6%	0.2%
30/09/2019	3.3%	1.0%	0.4%	0.3%
31/10/2019	3.4%	1.1%	0.4%	0.3%
30/11/2019	3.0%	1.0%	0.5%	0.2%
31/12/2019	4.3%	1.3%	0.5%	0.4%
31/01/2020	4.0%	1.0%	0.8%	0.4%
29/02/2020	3.7%	1.2%	0.7%	0.4%
31/03/2020	4.7%	1.5%	0.7%	0.4%
30/04/2020	3.8%	2.1%	0.8%	0.5%
31/05/2020	3.7%	1.8%	0.7%	0.7%
30/06/2020	3.7%	1.7%	0.7%	0.4%
31/07/2020	5.2%	1.7%	0.7%	0.5%
31/08/2020	5.1%	1.7%	1.3%	0.6%
30/09/2020	4.5%	1.8%	0.9%	0.8%
31/10/2020	4.4%	1.7%	0.9%	0.8%
30/11/2020	4.2%	1.7%	1.1%	0.6%
31/12/2020	4.8%	1.9%	0.9%	0.8%
31/01/2021	4.5%	1.5%	1.3%	0.9%
28/02/2021	3.4%	1.8%	1.1%	0.7%
31/03/2021	3.8%	1.8%	0.9%	0.6%
30/04/2021	3.4%	1.5%	1.0%	0.5%
31/05/2021	3.9%	1.7%	0.7%	0.7%
30/06/2021	3.7%	1.6%	1.0%	0.4%
31/07/2021	4.0%	1.7%	0.8%	0.6%
31/08/2021	4.3%	1.4%	1.2%	0.7%
30/09/2021	3.9%	1.6%	0.9%	0.7%
31/10/2021	3.9%	1.7%	0.9%	0.8%
30/11/2021	3.9%	1.7%	1.2%	0.6%
31/12/2021	4.7%	1.9%	0.9%	0.9%
31/01/2022	4.5%	1.4%	1.3%	0.9%

28/02/2022	3.8%	1.7%	1.1%	0.6%
31/03/2022	4.4%	1.9%	1.0%	0.5%
30/04/2022	4.5%	1.7%	1.2%	0.5%
31/05/2022	4.7%	2.0%	0.8%	1.0%
30/06/2022	4.8%	2.0%	1.3%	0.5%



Quarterly Origination Volume Amount

Origination data for Oodle for the relevant quarter as of the end of June 2022.

Origination Quarter	Financed Amount
2017-Q1	6,578,540
2017-Q2	8,865,947
2017-Q3	11,532,045
2017-Q4	10,973,009
2018-Q1	21,314,148
2018-Q2	36,337,791
2018-Q3	53,742,514
2018-Q4	73,242,609
2019-Q1	112,913,182
2019-Q2	142,112,079
2019-Q3	164,098,939
2019-Q4	141,593,088
2020-Q1	158,807,636
2020-Q2	4,182,064
2020-Q3	52,715,072
2020-Q4	61,008,813
2021-Q1	85,918,361
2021-Q2	139,309,190
2021-Q3	170,137,161
2021-Q4	158,637,027
2022-Q1	214,724,247
2022-Q2	121,675,026

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 – Factors that may affect the Issuer's ability to fulfil its obligations under the Notes and the Residual Certificates – Structural and other credit risks – Limited resources of the Issuer*".

EXPECTED MATURITY AND AVERAGE LIFE OF DEBT AND ASSUMPTIONS

Weighted Average Life of the Notes

The weighted average life of the Class A Debt, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes refers to the average amount of time that will elapse (on an actual/365 basis) from the Closing Date of the Class A Debt, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes to the date of distribution of amounts distributed in net reduction of principal of the Class A Loan Note to the Class A Loan Noteholder and of such Notes to the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders (assuming no losses).

The weighted average life of the Class A Debt, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F 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 Debt, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F 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 22 August 2022;

(b) the Class A Loan Note is advanced, and 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 issued on the Closing Date of 20 September 2022;

(c) the first Interest Payment Date will be 20 October 2022 and thereafter each following Interest Payment Date will be on the 20th calendar day of each month, as adjusted by the Modified Following Business Day Convention;

(d) no amounts described in items (b) and (c) of the definition of Available Revenue Receipts are received by the Issuer;

(e) the relative scheduled amortisation profile of the Purchased Receivables is as set out in the section "*PORTFOLIO CHARACTERISTICS AND HISTORICAL DATA – Run Out Schedule*" above;

(f) the Purchased Receivables are subject to a constant annual rate of principal prepayments as set out in the below table;

(g) no Purchased Receivables are repurchased by the Seller from the Issuer in any situation other than as described in paragraph (h) below;

(h) the Seller will exercise its right to exercise the Clean-Up Call at the earliest Interest Payment Date possible and the Issuer will not exercise the Tax Redemption Receivables Call Option or (except in the case of the table below headed "Optional Early Redemption: Interest Payment Date falling in May 2025") Optional Early Redemption at any time;

(i) the initial amount of each Class of Debt is equal to the Aggregate Outstanding Principal Amount as set forth on the front cover of this Prospectus;

(j) no delinquencies, defaults or voluntary terminations arise on the Purchased Receivables; and

(k) no option to purchase fees, early repayment charges or other fees, expenses, charges or costs under the Financing Agreements are included in determining the weighted average life of the Notes.

The approximate weighted average lives of the Class A Debt, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, at various assumed rates of prepayment of the Purchased Receivables, would be as follows (with "APPR" being the constant prepayment rate):

Weighted average lives to Optional Early Redemption: Interest Payment Date falling in May 2025:

CPR	0%	5%	10%	12%	15%	18%	20%	25%
Class A	1.42	1.26	1.12	1.07	1.00	0.94	0.90	0.81
Class B	2.68	2.67	2.57	2.51	2.40	2.28	2.20	2.01
Class C	2.68	2.68	2.68	2.68	2.68	2.67	2.65	2.54
Class D	2.68	2.68	2.68	2.68	2.68	2.68	2.68	2.68
Class E	2.68	2.68	2.68	2.68	2.68	2.68	2.68	2.68
Class F	2.68	2.68	2.68	2.68	2.68	2.68	2.68	2.68
Class X	-	-	-	-	-	-	-	-

Weighted average lives to Clean-Up Call: 10%

CPR	0%	5%	10%	12%	15%	18%	20%	25%
Class A	1.42	1.26	1.12	1.07	1.00	0.94	0.90	0.81
Class B	3.15	2.89	2.64	2.54	2.41	2.28	2.20	2.01
Class C	3.69	3.49	3.27	3.18	3.04	2.89	2.80	2.57
Class D	4.05	3.90	3.72	3.65	3.52	3.40	3.32	3.09
Class E	4.26	4.10	3.93	3.92	3.77	3.67	3.59	3.42
Class F	4.27	4.10	3.93	3.93	3.77	3.68	3.60	3.44
Class X	-	-	-	-	-	-	-	-

Weighted average lives to Legal Maturity Date: Interest Payment Date falling in August 2029:

CPR	0%	5%	10%	12%	15%	18%	20%	25%
Class A	1.42	1.26	1.12	1.07	1.00	0.94	0.90	0.81
Class B	3.15	2.89	2.64	2.54	2.41	2.28	2.20	2.01
Class C	3.69	3.49	3.27	3.18	3.04	2.89	2.80	2.57
Class D	4.05	3.90	3.72	3.65	3.52	3.40	3.32	3.09
Class E	4.34	4.24	4.12	4.06	3.97	3.87	3.80	3.61
Class F	4.65	4.61	4.56	4.54	4.50	4.46	4.43	4.33
Class X	-	-	-	-	-	-	-	-

The exact average life of the Class A Debt, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F 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 Debt, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F 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 ISSUER

1. INTRODUCTION

Dowson 2022-2 Plc (the "**Issuer**") was incorporated in England and Wales under the Companies Act 2006 on 23 June 2022 (registered number 14191383) 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, United Kingdom, telephone +44 (0)20 7398 6300. The issued share capital of the Issuer is 50,000 ordinary shares of £1, of which 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, United Kingdom	Corporate director
Intertrust Directors 2 Limited	1 Bartholomew Lane, London, EC2N 2AX, United Kingdom	Corporate director
Raheel Shehzad Khan	1 Bartholomew Lane, London, EC2N 2AX, United Kingdom	Director, Chartered Accountant

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
Paivi Helena Whitaker	1 Bartholomew Lane, London, EC2N 2AX, United Kingdom	Director
Wenda Margaretha Adriaanse	1 Bartholomew Lane, London, EC2N 2AX, United Kingdom	Director
Ian Hancock	1 Bartholomew Lane, London, EC2N 2AX, United Kingdom	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 30 June.

The Notes and the Residual Certificates will be obligations of the Issuer only and will not be guaranteed by, or be the responsibility of Oodle 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 Arranger, the Joint Lead Managers or any of their respective affiliates.

HOLDINGS

1. INTRODUCTION

Dowson 2022-2 Holdings Limited ("**Holdings**") was incorporated in England and Wales under the Companies Act 2006 on 22 June 2022 (registered number 14189342) 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, United Kingdom, telephone +44 (0)20 7398 6300. The 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 3 August 2022.

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, United Kingdom	Corporate director
Intertrust Directors 2 Limited	1 Bartholomew Lane, London, EC2N 2AX, United Kingdom	Corporate director
Raheel Shehzad Khan	1 Bartholomew Lane, London, EC2N 2AX, United Kingdom	Director, Chartered Accountant

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 SELLER AND THE SERVICER

1. GENERAL

Oodle Financial Services Limited ("**Oodle**") was established as a company with limited liability in England and Wales on 8 June 2010 with registered number 07277272 and has its registered office at 1 Callaghan Square, Cardiff, CF10 5BT.

Oodle has been originating, underwriting and servicing automotive loans since March 2016. By 30 June 2022, Oodle had financed approximately £2.1 billion of hire purchase receivables and, as at that date, the assets under management by Oodle totalled approximately 137,000 vehicles. Oodle has had the benefit of a warehouse facility since June 2017 (as amended from time to time), which assists it in funding originations and which is provided by the Warehouse Lenders. Oodle is majority-owned by funds and accounts advised or managed by KKR Credit Advisors (US) LLC and its affiliates.

Oodle is regulated by the FCA and it has regulatory authorisations and permissions which are relevant to the provision of servicing in relation to the Financing Agreements comprising the Portfolio, and also other auto hire purchase loans originated or to be originated by Oodle which are not to be sold to the Issuer.

2. STRATEGY

Oodle was established with the goal of building a technology driven consumer lending business to deliver financing products and services to support the improvement of customer experiences in the UK automotive retail market. Underpinning Oodle's strategy are:

- **Inclusivity**: an inclusive offering built on eight different HP products to service a wide array of different borrower risk profiles.
- **Speed**: its own developed proprietary underwriting and credit score cards to support its lending decisions and risk categorisation of the different HP products that it provides. The continual improvement of these score cards, and associated automation of credit decisions, supports Oodle's focus on speed and consistency of decisions with its dealers and brokers.
- **Convenience**: a customisation and building of its operational systems and customer tools to support its application and loan processing procedures, alongside its loan management capabilities across customer services, complaints, customer relations and collections.
- **Relationships:** a focus on building close, long-standing working relationships with its network of dealers and brokers (together, "**introducers**") to ensure its lending products, processes and digital offering are aligned to providing support and service levels at all stages of processing a loan, alongside value added account management.

3. SALES ORIGINATION

Oodle offers HP finance to customers purchasing both new and used vehicles, with virtually all of HP agreements financing used cars as at 30 June 2022. Oodle originates customers indirectly (referred to as Point of Sale origination ("**POS**")), via a network of introducers and directly (referred to as Direct to Consumer origination ("**DTC**")), whereby customers apply directly via Oodle's website or online comparison sites.

POS currently represents the vast majority of Oodle's total sales origination.

4. POINT OF SALE (POS)

Oodle's introducers introduce customers that wish to purchase a car on vehicle finance via a completed application. The application is then underwritten based on Oodle's proprietary scorecard and affordability conditions. On acceptance of the offer of finance, Oodle buys the vehicle from the introducer, enters into a Financing Agreement with the customer and Oodle will pay a commission to the introducer for the introduction.

As at 30 June 2022, Oodle worked with over 400 introducers in the UK, with a breakdown of origination of approximately 60% from brokers and the remainder from dealers.

5. **DIRECT TO CONSUMER (DTC)**

Customers apply for finance directly on Oodle's website via a digital application form or from online comparison websites. Their application is then underwritten based on Oodle's scorecard and affordability conditions for that origination channel.

Upon either (i) clicking through from the offer Oodle provides to the customer through the comparison sites; or (ii) following an approved submitted application from Oodle's website, the customer creates an account in Oodle's customer sales portal where they will complete their onboarding and customer verification checks by uploading required proofs. Within the customer sales portal they also have access to Oodle's car marketplace with over 20,000 cars to select from. The cars in the market place are from Oodle's network of partner dealers. This provides the customer with the ability to select and check-out a vehicle, alongside accepting the offer of finance. Oodle buys the vehicle from the supplying dealer and enters into a hire purchase agreement with the customer. Oodle also then organises the collection or home delivery of the vehicle from the supplier.

6. **OODLE'S STAFF AND OFFICES**

Oodle's main offices are in Oxford, where the majority of its head office functional teams are based. It has a growing office in London and also in Manchester, where staff are predominantly focused on customer management, such as Customer Operations and Customer Care. Regional account managers manage the relationships with Oodle's introducers across the UK. Oodle also has a small back office administrative team in India.

As at 30 June 2022, Oodle employed approximately 530 staff and 85 sub-contractors and agents.

7. **RISK AND UNDERWRITING**

Oodle uses a proprietary credit model to assess the creditworthiness of an individual from the proposals received. The credit model comprises policy rules and a bespoke scorecard. Policy rules automatically decline customers and include criteria to manage credit risk, affordability risk and fraud risk.

Oodle's credit model uses application form data, supported by data and services from third parties including the use of TransUnion as the primary credit reference agency. The scorecard assesses the likelihood of default and assigns the customer an internal risk score. The customer is declined if their scorecard risk score is below a certain threshold. If the score is above that cutoff, Oodle performs a number of affordability verifications. If the customer is successful they are assigned one of Oodle's HP Products, each of which contains its own respective terms and conditions (such as maximum LTV, car age and mileage) as well as pricing (including both the HP loan flat rate, as well as introducer commissions), upon which Oodle will provide an offer. Referrals may happen in exceptional cases. More than 99% of cases received an automated accept or decline credit decision.

In certain circumstances Oodle's credit rules allow for lending to customers who may have had impairments to their credit profile, such as a county court judgment, subject to specific conditions and restrictions and where Oodle is satisfied that the customer has shown financial stability and has been a responsible debtor since the occurrence of the relevant event.

Careful consideration is given to an applicant's ability to afford their credit commitments, based on an individual assessment of their declared income and estimated expenditures, including the expected cost of the Oodle loan. Oodle uses a bespoke, internal model to estimate expenditure, based on ONS data, credit file data and information supplied by the customer. If Oodle determines that the customer's available cashflow is insufficient for the loan requested, the customer will be either declined or the maximum amount that they can borrow will be

communicated so that they can select a vehicle and loan structure that is appropriate for their circumstances.

Oodle attempts to verify all customers' incomes using TransUnion's income verification service (TAC). If the customers' income cannot be verified through TAC, the customer is assessed against Oodle's Obviously Affordable policy in line with Oodle's responsible lending guidelines. If they do not meet this criteria, the customer is asked to supply a proof of income to in order for their application to progress, in the form of either bank statements, Open Banking data, or payslips.

The internal risk rating, the customer's profile and the origination channel of the customer together define the rate and the finance terms and conditions on which Oodle will lend (the "**Finance Terms and Conditions**"). These Finance Terms and Conditions then define the loan terms and the car eligibility on which Oodle will lend. Examples of these are: maximum loan-to-value ratio, minimum deposit, maximum loan term, restricted vehicle types, maximum car age and mileage.

If the proposal received is accepted and passes Oodle's related Finance Terms and Conditions, then an offer will be made to the customer, via the introducer. If the customer is accepted but the loan terms or car eligibility do not pass Oodle's Finance Terms and Conditions, Oodle will notify the introducer, allowing them to work with the customer to structure a more appropriate proposal and modification to the initial application. The introducer will then work with the customer and Oodle to close out all required documentation and outstanding proofs to complete Oodle's payout process and checks.

8. FRAUDULENT APPLICATIONS

Where there is reason to suspect fraud in respect of a customer, or where irregularities in terms of the anti-money laundering legislation have been identified, such cases are referred to the Financial Crime team for review. In order to identify such customers, details of applications are constantly checked using fraud detection systems which identify and match data against previous applications and inconsistencies with other finance houses' data. If a fraud is detected, the application will be declined and logged in the fraud systems.

9. SERVICING AND COLLECTIONS

Oodle is regulated by the FCA and aims to ensure that customer outcomes are prioritised, and that customers are treated fairly in all stages of their interaction with it. Oodle must comply with the FCA Consumer Credit Sourcebook ("**CONC**") and act in accordance with the lending code of the Finance & Leasing Association ("**FLA**") each time it considers a possible financial solution with a customer.

Oodle has a dedicated Customer Services' team to answer queries from customers in connection with their financing agreements using a variety of communications' channels. Oodle also has dedicated Collections teams who are responsible for liaising with customers who are behind with their payments or are experiencing financial difficulties and ensuring that those agreements which fall into arrears are identified immediately and that the customer is made aware that the arrears are outstanding, seeking to help them find solutions to manage their payments.

In the light of the worsening macro-economic conditions, the cost of living crisis and its consequent and future potential impact on Oodle customers and in order to recognise and support the spirit of the "Dear CEO letter" dated 16 June 2022 (as to which see "*Risk Factors - Vulnerable Customers and Borrowers in Financial Difficulty*"), Oodle has introduced a number of collections' initiatives, including a substantial increase in Collections' team agents and managers over the last 12 months, enhanced training and guidance for staff to deal with customers experiencing financial difficulties, and improved guidance and information points for customers, as well as enhancements to the Company's affordability models and responsible lending criteria. Oodle will continue to seek ways to strengthen its collections' provision.

Oodle's collections' process has been designed to comply with all statutory requirements, enabling a robust collection of arrears from Oodle's customers, whilst always seeking to take into account the individual needs of a customer. This is particularly the case when dealing with vulnerable customers, where all agents are trained on identification and support of vulnerable customers, who are managed in their own bespoke process, acknowledging their specific requirements. Call quality with customers is monitored by an in-house Quality Assurance team, who monitor adherence to policy and customer outcomes, and support a culture of continuous learning and feedback. Oodle has built and established its own proprietary collections' strategies and systems which use multichannel communications, self-service tools, call queue prioritization for higher risk customers and dialler technology, all of which are designed to drive improvements in both the efficiency and effectiveness of its Collections' team, and aim to deliver personalised communications and contact strategies, in order to work optimally with customers on resolutions appropriate to them.

The aim of Oodle's collection strategy is to encourage and maximise self-correction of early arrears cases where appropriate and early contact calls and self-service payment solutions. For later arrears or more complex cases, or where the customer has not corrected their early arrears, Oodle will seek to engage with the customer to find a fair outcome. Solutions which allow the customer more time to repay their arrears are known as 'forbearance'' measures and forbearance and breathing space are part of the toolkit which may be used by the Oodle Collections' team to allow customers to enter into repayment plans, where circumstances require such an approach, with the aim of helping customers to return to payments or find the next best alternative. However, Oodle's aim is to determine the customer's specific circumstances and not offer solutions that could put the customer in a worsening financial situation. Where contact with the customer has been unsuccessful or where the customer has not worked with Oodle to support an appropriate solution, a statutory default notice will usually be issued. Oodle endeavours to support customers through their financial difficulties, and only considers termination and repossession once all other options have been exhausted.

The termination of an agreement with a customer can only take place when the date shown on the relevant default notice has expired. Once a termination notice is issued, this is irreversible and Oodle cannot continue to collect monthly repayments. Oodle will make various contact attempts to the customer using a variety of contact methods so that the customer has the opportunity to remedy the default before Oodle issues a termination letter, prior to repossession of the vehicle.

The FCA published findings from a multi-firm review of firms' implementation of the FCA's Covid-19 Tailored Support Guidance on 25 March 2021 relating to customers impacted by the Covid-19 pandemic (the "**Multi-Firm Findings**") and noted that all relevant lenders should review the Multi-Firm Findings and assure themselves that they had embedded and implemented this guidance within their firms. Following Oodle's review of the Multi-Firm Findings, it effectuated a project plan with the principal aims of: (i) with the hindsight of the Multi-Firm Findings, assessing whether the guidance had been embedded and implemented correctly and if not, how and which customers might have been adversely affected; and (ii) accordingly, seeking to ensure fair outcomes for those relevant Oodle customers, which may include making appropriate redress to them. The financial effect of any customer redress cannot yet be reliably assessed, however given that during the relevant period customers were not charged any late payment interest or fees, the level of redress is anticipated to be low and the financial impact to Oodle is not anticipated to be significant.

As would be expected of a prudent lender, and as required by the FCA and in accordance with CONC, the FCA Principles under the FCA Handbook and other applicable FCA guidance, Oodle continues to review and develop its customer journey, its automation and manual processes and its policies and procedures (including as regards to responsible lending and affordability considerations), and the training and monitoring of staff thereon. Oodle's policies and procedures accordingly encompass a range of forbearance and other support measures and arrangements.

10. REPOSSESSIONS AND RECOVERIES

As noted in the "*Servicing and Collections*" section above, Oodle must comply with CONC and the FLA's lending code when considering a possible financial solution with a customer. Oodle is under a duty to treat all of its customers fairly and exercise forbearance, in particular with vulnerable customers. Oodle is under a duty also to ensure that agents acting on its behalf comply with CONC and any other regulatory guidance as applicable from time to time.

In managing its customers in early and late arrears, Oodle continually aims to improve the journey and outcomes for, and the retention of, customers, as well as to seek ways to maximise efficiencies and effectiveness in how this activity is managed, such as by aiming to use an enhanced technology driven arrears platform. Oodle has deployed and will continue to deploy additional resources when considered necessary, especially in light of the ongoing pressures in the economy and the worsening wider market and macro-economic conditions, which is reflected, for example, in a particular focus on strengthening the Recoveries' team. In order to support Oodle in managing its customers in arrears in accordance with its collections' management strategies, policies, procedures and appendices, Oodle may utilise the services of agents who specialise in the areas that may arise from situations where customers have fallen into arrears, for example, for support in higher risk or litigation cases (such as cases involving innocent purchasers, fraud and impounded vehicles and court proceedings relating to return of goods orders or enforcement orders). Oodle also uses the services of tracing agents and field collection agencies.

In addition, Oodle engages specialist repossession agents to manage repossession activity, although the repossession of a vehicle generally only takes place when all other efforts to recover the debt have been exhausted. For terminated agreements, where the customer has already paid over one third of the amount due under their agreement, the vehicle becomes "protected goods", and therefore cannot be repossessed without a court order. Oodle, or specialist agents on its behalf, may also issue proceedings for return of goods orders via a court. Once an agreement has been terminated, repossession of the vehicle will normally take place as soon as practically possible.

It is normal practice for a repossession agent to deliver the vehicle to an approved auction house. There, a repossessed vehicle will be assessed, and a condition report provided to Oodle. There must also be an accurate and specific assessment of the vehicle condition and its value. Following this, taking into account all information available, Oodle will decide upon a particular disposal strategy (based on Oodle's Recoveries team's view on the best method to maximise recovery value net of costs) which typically will be a sale through an approved auction house.

11. VOLUNTARY TERMINATIONS

Oodle complies with the FCA regulatory requirements by presenting a clear understanding of the voluntary termination process and ensuring the customer is advised of any charges for damage to the vehicle beyond fair wear and tear that may apply. This ensures Oodle is treating its customers fairly and communicating in a way which is clear, fair and not misleading, which in turn allows customers to make an informed decision in respect of the voluntary termination process.

The CCA allows a customer with a regulated agreement to terminate its agreement and return its vehicle to Oodle, with the customer's remaining liability being as prescribed by the CCA. These provisions include the right for Oodle to make a reasonable claim (following an inspection of the vehicle) for any damage to the vehicle beyond fair wear and tear. The Collections team will deal with any enquiry from a customer regarding a voluntary termination.

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 and regulated by the FCA.

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 SWAP PROVIDER

For the purposes of the Transaction, the Issuer has appointed BNP Paribas as Swap Provider.

The delivery of this Prospectus does not imply that there has been no change in the affairs of BNP Paribas since the date hereof or that the information contained or referred to herein is correct as at any time subsequent to its date.

BNP Paribas is a French multinational bank and financial services company with its registered office located at 16 boulevard des Italiens 75009 Paris, France, and its corporate website in English is http://group.bnpparibas/en/.

BNP Paribas, together with its consolidated subsidiaries (the "**BNP Paribas Group**") is a global financial services provider, conducting retail, corporate and investment banking, private banking, asset management, insurance and specialized and other financial activities throughout the world.

The BNP Paribas Group, one of Europe's leading providers of banking and financial services, has four domestic retail banking markets in Europe, namely in Belgium, France, Italy and Luxembourg.

It operates in 65 countries and has nearly 190,000 employees, including nearly 145,000 in Europe. BNP Paribas holds key positions in its three main businesses:

- Commercial, Personal Banking & Services, including:

  - Commercial & Personal Banking in the euro zone:
    - Commercial & Personal Banking in France (CPBF),
    - BNL banca commerciale (BNL bc), Italian commercial banking,
    - Commercial & Personal Banking in Belgium(CPBB),
      Commercial & Personal Banking in Luxembourg (CPBL)
  - Commercial & Personal Banking outside the euro zone, which are organised around:
    - Europe-Mediterranean, to cover Central and Eastern Europe and Turkey,
    - BancWest in the United States.

  - Specialised business lines:
    - Arval,
    - BNP Paribas Leasing Solutions,
    - BNP Paribas Personal Finance,
    - BNP Paribas Personal Investors,
    - New digital business lines (Nickel, Floa, Lyf, etc).

- Investment & Protection Services, including:
  - Insurance (BNP Paribas Cardiff),
  - Wealth and Asset Management (BNP Paribas Asset Management, BNP Paribas Wealth Management and BNP Paribas Real Estate),
  - Management of the BNP Paribas Group's portfolio of unlisted and listed industrial and commercial investments (BNP Paribas Principal Investments)

- Corporate and Institutional Banking (CIB):
  - Corporate Banking,
  - Global Markets,
  - Securities Services.

BNP Paribas SA is the parent company of the BNP Paribas Group.

At 30 June 2022, the BNP Paribas Group had consolidated assets of €2,891 billion (compared to €2,634 billion at 31 December 2021), consolidated loans and receivables due from customers of €855 billion (compared to €814 billion at 31 December 2021), consolidated items due to customers of €1,009 billion (compared to €958 billion at 31 December 2021) and shareholders' equity (Group share) of € 116 billion (compared to €118 billion at 31 December 2021).

At 30 June 2022, pre-tax income from continuing activities was €7.2 billion (compared to €6.6 billion as at 30 June 2021). For the first half 2022, net income, attributable to equity holders was €5.3 billion (compared to €4.8 billion for the first half 2021).

At the date of this Memorandum, the BNP Paribas Group currently has Long Term Senior Preferred debt ratings of "A+" with stable outlook from S&P, "Aa3" with stable outlook from Moody's Investors Service, Inc. and "AA-" with stable outlook from Fitch Ratings, Ltd and "AA (low)" with stable outlook from DBRS.

The information contained in this section relates to and has been obtained from BNP Paribas. The information concerning BNP Paribas and the BNP Paribas Group contained herein is furnished solely to provide limited introductory information regarding BNP Paribas and the BNP Paribas Group and does not purport to be comprehensive.

The delivery of the information contained in this section shall not create any implication that there has been no change in the affairs of BNP Paribas or the BNP Paribas Group since the date hereof, or that the information contained or referred to in this section is correct as of any time subsequent to its date. For up-to-date financial information, including quarterly results since the last fiscal year end, please refer to http://invest.bnpparibas.com/en.

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 Oodle.

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 "*OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS — Bank Account Agreement*", "*OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS — Cash Management Agreement*" and "*OVERVIEW 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 388 Greenwich Street, New York, NY 10013, 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 PRA. Subject to regulation by the FCA and limited regulation by the PRA. Details about the extent of our regulation by the PRA are available from us on request.

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.

SIGNIFICANT INVESTOR – CLASS A LOAN NOTEHOLDER

Investors in the Notes should also note that, as a result of the issuance of the Class A Loan Note to Citibank, N.A., London Branch, Citibank, N.A., London Branch and/or its affiliates will become creditors of the Issuer, while at the same time Citigroup Global Markets Limited is acting as an Arranger, Joint Lead Manager and Dealer for the purposes of the issuance. Citi in its capacity as creditor may have more information than may be available in this Prospectus and makes no representation and disclaims all liability with regard to, and is not responsible for, any determination as to information that is made available within this prospectus. In addition, Citibank, N.A., London Branch and/or its affiliates in their capacity as holder of the Class A Loan Note (i) are and will be representing their interest as such in connection with any consents or amendments that may be sought from them in such capacity and nothing herein shall impose any obligation on Citibank, N.A., London Branch and/or its affiliates in such capacity to grant such consents or amendments and (ii) nothing herein shall prevent or restrict Citibank, N.A., London Branch and/or its affiliates in such capacity from exercising any power, discretion, right or remedy or making any decision or determination in such capacity.

TAXATION

The following information is a general discussion only of the United Kingdom withholding tax treatment of payments of interest (as that term is understood for United Kingdom Tax purposes) in respect of the Notes. 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 and published HM Revenue and Customs practice 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 are urged to satisfy themselves as to the overall tax consequences of purchasing, holding and/or selling the Notes 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) any other available exemptions and reliefs.

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 and the Residual Certificates, 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.

Holders should consult their own tax advisers in relation to the way in which these rules may apply to their investment in the Notes and the Residual Certificates.

SUBSCRIPTION AND SALE

SUBSCRIPTION OF THE NOTES

The Joint Lead Managers, the Arranger, 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) £34,010,000 of the Class B Notes at the issue price of 100 per cent. of the aggregate principal amount of the Class B Notes;

(b) £25,555,000 of the Class C Notes at the issue price of 100 per cent. of the aggregate principal amount of the Class C Notes;

(c) £14,155,000 of the Class D Notes at the issue price of 100 per cent. of the aggregate principal amount of the Class D Notes;

(d) £17,005,000 of the Class E Notes at the issue price of 100 per cent. of the aggregate principal amount of the Class E Notes; and

(e) £14,155,000 of the Class F Notes at the issue price of 100 per cent. of the aggregate principal amount of the Class F Notes,

and will distribute such Notes to potential investors.

The Original Class A Noteholder has agreed, subject to certain conditions, to subscribe, or to procure subscriptions, for £89,347,000 of the Class A Notes at the issue price of 100 per cent. of the aggregate principal amount of the Class A Notes.

The Original Class A Loan Noteholder has agreed, subject to certain conditions, to advance £89,347,000 in respect of the Class A Loan Notes.

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 all of the Class X Notes under the Subscription Agreement.

The Seller will also purchase the Residual Certificates and such Residual Certificates will be delivered to the Seller on a free of payment basis in respect of the Deferred Consideration. The Seller is free to deal with the Residual Certificates in its sole discretion.

Pursuant to the Subscription Agreement, Oodle, as originator, will retain a material net economic interest of not less than 5% in the securitisation as required by Article 6(1) of the UK Securitisation Regulation (the "**UK Retention Requirements**"). In addition, although the EU Securitisation Regulation is not applicable to it, Oodle, as originator, will retain (on a contractual basis), a material net economic interest of not less than 5% in the securitisation in accordance with Article 6 of the EU Securitisation Regulation (not taking into account any relevant national measures), as if it were applicable to it, until such time as the Seller certifies to the Issuer that a competent EU authority has confirmed that the satisfaction of the UK Retention Requirements would also satisfy the EU Retention Requirements due to the application of an equivalence regime or similar analogous concept (the "**EU Retention Requirements**" and, together with the UK Retention Requirements, the "**Retention Requirements**"). As at the Closing Date and while any of the Notes remain outstanding, such interest will be comprised of an interest no less than 5% of the nominal value of each Class of the Collateralised Debt (and in the case of the Class A Debt, such interest shall be comprised solely of an interest in the Class A Notes, with an outstanding nominal value not less than 5% of the outstanding nominal value of the Class A Debt, and shall not include any interest in the Class A Loan Note) in accordance with Article 6(3)(a) of the UK Securitisation Regulation and Article 6(3)(a) of the EU Securitisation Regulation. Any change to the manner in which such interest is held will be notified to Noteholders and Certificateholders.

On or about the Closing Date, Oodle (in its capacity as holder of the Retention Notes) will enter into Retention Financing in respect of the Retention Notes that it is required to acquire in order to comply

with the UK Securitisation Regulation and the EU Securitisation Regulation and will transfer title to the Retention Notes to the Repo Counterparty under the terms of the Retention Financing.

The Retention Financing will be provided directly or indirectly to Oodle by the Repo Counterparty. The Retention Financing will be on full-recourse terms. Although Oodle will transfer legal and beneficial title to the Retention Notes to the Repo Counterparty as part of the Retention Financing, Oodle will retain the economic risk (including credit risk) in the Retention Notes but not legal ownership of them. As described in this section, Oodle (in its capacity as the holder of the Retention Notes) undertakes to comply with the Retention Requirements but none of the Issuer, any Agent, the Cash Manager, the Account Bank, the Security Trustee, the Note Trustee or any of their respective affiliates make any representation, warranty or guarantee that the Retention Financing will comply with the UK Securitisation Regulation and the EU Securitisation Regulation.

The Seller has agreed to pay the Joint Lead Managers a placement commission on the Notes, as agreed between the parties to the Subscription Agreement. The Seller has further agreed to reimburse each of the Joint Lead Managers, the Original Class A Noteholder and the Original Class A Loan Noteholder for certain of its expenses in connection with the issue of the Notes and the Residual Certificates. The Original Class A Loan Noteholder has agreed to reimburse the Seller for certain of its expenses in connection with the advance in respect of the Class A Loan Notes.

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 and the Arranger 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 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' and the Arranger's knowledge and belief, and the Joint Lead Managers and the Arranger 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 or 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, the Arranger 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, the Arranger 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, the Arranger 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 Seller, the Arranger 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 Dealers 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 and the Arranger 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. None of the Joint Lead Managers or the Arranger 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 and the Arranger has 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 and the Arranger has represented, warranted and agreed that:

(a) it will not underwrite the issue of, or place the Notes, otherwise than in conformity with the provisions of the European Union (Markets in Financial Instruments) Regulations 2017 (as amended), including, without limitation, Regulation 5 (Requirement for authorisations (and certain provisions concerning MTFs and OTFs)) thereof and in connection with the MiFID Regulations, any applicable codes of conduct or rules and any conditions or requirements, or any other enactment, imposed or approved by the Central Bank, Regulation (EU) No 600/2014, as amended, and any delegated or implementing acts adopted thereunder, any codes of conduct made thereunder and the provisions of the Investor Compensation Act 1998 of Ireland (as amended); and

(b) it will not underwrite the issue of, or place, the Notes, otherwise than in conformity with the provisions of the Irish Central Bank Acts 1942 - 2018 (as amended) and any codes of practice made under Section 117(1) of the Central Bank Act 1989 of Ireland, as amended thereof; and

(c) it will not underwrite the issue of, or place, or do anything in Ireland with respect to the Notes otherwise than in conformity with the provisions of the European Union (Prospectus Regulations, 2019 and any rules issued by the Central Bank under Section 1363 of the Companies Act; and

(d) it will not underwrite the issue of, place or otherwise act in Ireland in respect of the Notes, otherwise than in conformity with the provisions of the Market Abuse Regulation (EU 596/2014) (as amended), the European Union (Market Abuse) Regulations 2016 (as amended) and any rules and guidance issued under Section 1370 of the Companies Act 2014 by the Central Bank of Ireland.

Prohibition of Sales to UK Retail Investors

Each of the Joint Lead Managers and the Arranger has represented, warranted and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor 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 (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the EUWA; or

(ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or

(iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the EUWA; and

(b) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

Prohibition of Sales to EEA Retail Investors

Each of the Joint Lead Managers and the Arranger has represented, warranted and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the EEA. 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 to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

General

Each of the Joint Lead Managers and the Arranger 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 HEREIN 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.

USE OF PROCEEDS

The net proceeds of the issue of the Collateralised Debt are expected to amount to GBP 298,500,000 and will be used by the Issuer to:

(a) fund the Principal Element Purchase Price in respect of the Portfolio to be acquired from the Seller on the Closing Date; and

(b) credit the Pre-Funding Reserve Ledger with an amount to be used to pay the Initial Purchase Price in respect of the Dowson 2020-1 Receivables from the Seller on or about the Dowson 2020-1 Sale Date.

The net proceeds of issue of the Class X Notes 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 and on the Dowson 2020-1 Sale Date;

(b) fund an amount equal to the Swap Premium payable under the Swap Agreement; and

(c) establish the Reserve Fund through the retention of the Reserve Fund Required Amount.

GENERAL INFORMATION

1. Subject of this Prospectus

This Prospectus relates to GBP 312,300,000 aggregate principal amount of the Notes and the Residual Certificates issued by Dowson 2022-2 Plc, 1 Bartholomew Lane, London, EC2N 2AX, United Kingdom.

2. Authorisation

The issue of the Notes and the Residual Certificates was authorised by a resolution of the board of directors of Dowson 2022-2 Plc, passed on 13 September 2022.

3. Litigation

The Issuer is not and has not been since its incorporation, engaged in any governmental, legal or arbitration proceedings which may have or have had during such period a significant effect on its financial position or profitability, and no such governmental, legal or arbitration proceedings are pending or threatened.

4. Payment information and post-issuance information

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 and the Class X 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 X 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 and the Class X 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 and the Class X 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, the Class A Loan Note or (if possible in accordance with the Bank of England eligibility criteria in force from time to time) any other Class of Debt 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

Since the date of its incorporation the Issuer has not commenced operations and as at the date hereof, 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 current financial period of the Issuer will end on 30 June 2023.

7. Publication of documents

This Prospectus will be made available to the public by publication in electronic form on the website of Euronext Dublin (https://live.euronext.com/en/markets/dublin/bonds/list) and the Reporting Website (https://www.euroabs.com/IH.aspx?d=18700).

8. Listing and admission to trading

This Prospectus has been approved by the Central Bank of Ireland, as competent authority under the Prospectus Regulation. 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 and, in the case of the Class X Notes, to the issue of the Global Note representing the Class X 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.

The Issuer has appointed Walkers Listing Services Limited as Irish Listing Agent for Euronext Dublin. Prior to such listing of the Notes, the constitutional documents of the Issuer and legal notices relating to the issue of the Notes will be registered with the Registrar of Companies where such documents are available for inspection and copies of these documents may be obtained, free of charge, upon request. Walkers 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.

From the date of this Prospectus and including 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 at the registered office of the Issuer during usual business hours on any weekday (public holidays excepted) and shall be made available in electronic form on the Reporting Website (https://www.euroabs.com/IH.aspx?d=18700) and on the Structured Finance website of https://sf.citidirect.com/stfin/index.html :

(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.

For the avoidance of doubt, none of the websites and their contents form part of this Prospectus.

9. Post-issuance information and reporting

Please see the section entitled "*RISK RETENTION AND SECURITISATION REGULATION REPORTING*" for information in relation to 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 UK Securitisation Regulation).

10. LEI

The Issuer's Legal Entity Identifier (LEI) is 2138007VE7NHNFWYH460.

11. 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

12. Clearing codes

	ISIN	Common Code
Class A Notes	XS2521036512	252103651
Class B Notes	XS2521036603	252103660
Class C Notes	XS2521036785	252103678
Class D Notes	XS2521036868	252103686
Class E Notes	XS2521037080	252103708
Class F Notes	XS2521037247	252103724
Class X Notes	XS2521037593	252103759
Residual Certificates	XS2521037759	252103775

13. Miscellaneous

No website referred to herein forms part of this Prospectus.

The language of this Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

GLOSSARY OF TERMS

"**Acceleration Notice**" means the written notice served by the Note Trustee pursuant to Condition 10 or Clause 17 (*Events of Default*) of the Class A Loan Note Agreement (or where there is no Debt outstanding, pursuant to Residual Certificate Condition 8) on the Issuer upon the occurrence of an Event of Default, with a copy to the Security Trustee, the Account Bank, the Seller, the Servicer, the Cash Manager and the Paying Agent in accordance with the Trust Deed.

"**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) other than the Transaction Account, the Reserve Fund and the Swap Collateral Account.

"**Add-On Products**" means (a) any insurance or non-insurance warranty or paint protection products that an Obligor agreed to take out when entering into a Financing Agreement in relation to a Vehicle, funded under a Financing Agreement and/or (b) the amount of shortfall funded by Oodle under a Financing Agreement on a refinancing of an amount owed by the Obligor under any pre-existing hire purchase, lease or other auto finance arrangement, which results from a shortfall between the outstanding balance of that finance arrangement and the value of the vehicle financed thereunder, which is terminated by the Obligor in connection with its entry into a Financing Agreement.

"**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 and Interest Determination Agent, Registrar, 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 Principal Balance**" means, on any date and with respect to each Purchased Receivable, the aggregate of the Outstanding Principal Balance of all Purchased Receivables.

"**Aggregate Outstanding Principal Amount**" means the aggregate of the Outstanding Principal Amount of a Class of Debt on an Interest Payment Date (taking into account the principal redemption on such Interest Payment Date).

"**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 each Purchased Receivable, the ancillary rights associated with each Receivable other than ownership of the related Vehicle and other than any Excluded Amounts and shall include 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 Financing 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 Financing 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 Financing 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 Financing Agreement (other than title to the Vehicle), including any claims against a Dealer in respect of a Vehicle or an Add-On Product,

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 Financing 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*).

"**Applicable Law**" means any law or regulation including, but not limited to: (a) any domestic or foreign statute or regulation; (b) any rule or practice of any Authority, stock exchange or self-regulatory organisation with which each party is bound or accustomed to comply; and (c) any agreement entered into by the parties and any Authority or between any two or more Authorities.

"**Arranger**" means Citigroup Global Markets Limited.

"**Authority**" means any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction, domestic or foreign.

"**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 the 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), (j), (m), (p), (s) and (v) 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;

(e) on a Repurchase Date on which the Clean-Up Call is exercised or on an Interest Payment Date on which Optional Early Redemption is exercised, all amounts relating to the Calculation Period in which the Clean-Up Call or Optional Early Redemption 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 or the date on which Optional Early Redemption is exercised (as applicable);

(f) (if relevant, and on the first Interest Payment Date only) the Pre-Funding Reserve Repayment Amount; and

(g) (on the first Interest Payment Date only) the amount paid into the Transaction Account on the Closing Date from the excess, if any, of the proceeds of the Collateralised Notes over the Aggregate Outstanding Principal Balance of the Portfolio (excluding any amounts representing Pre-Funding Reserve Repayment Amount, if any),

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 the 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 Swap Collateral Account);

(c) amounts received by the Issuer under the Swap Agreement (other than any (1) Swap Termination Payment due to the Issuer (save to the extent such Swap Termination Payment is in excess of any Replacement Swap Premium due to a replacement swap provider), (2) Swap Collateral, (3) Swap Tax Credits or (4) Excess Swap 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 (c), (d)(i), (e), (f), (h), (k), (n), (q) and (t) 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 and the Security Trustee 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*).

"**Benchmark Trigger Event**" has the meaning given to it in the Swap Agreement.

"**Book-Entry Interests**" means the beneficial interests in the Global Notes.

"**Broker**" means any intermediary that has introduced the relevant Obligor to the Seller.

"**Business Day**" means a day (other than a Saturday or a Sunday) on which banks are generally open for business in London.

"**Calculated Principal Receipts**" means, in respect of a Determination Period, (A) 1 minus the Interest Determination Ratio multiplied by (B) all collections received by the Issuer during such Determination Period.

"**Calculated Revenue Receipts**" means, in respect of a Determination Period, (A) the Interest Determination Ratio multiplied by (B) all collections received by the Issuer during such Determination Period.

"**Calculation Agent**" means, in relation to the Swap Agreement, the Swap Provider, provided that if the Swap Provider is a Defaulting Party (as defined in the Swap Agreement), the Issuer may, by giving written notice to the Swap 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 relevant Interest Payment Date, with the first Calculation Date falling on 17 October 2022.

"**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) 1 October 2022.

"**Cash Management Agreement**" means the cash management agreement dated on or about the Closing Date among the Issuer, the Cash Manager, the Servicer, the Account Bank, 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 a payment when such instruction is required to be made by the Cash Manager under the Cash Management Agreement (subject to there being sufficient funds in the relevant Issuer Account for such purpose) 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 such default continues unremedied for a period of 30 Business Days after the earlier of the Cash Manager becoming aware of such default (where capable of remedy) and receipt by the Cash Manager of written notice from the Issuer or the Security Trustee, as applicable, requiring the same to be remedied (where capable of remedy);

(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;

(d) the Cash Manager ceases or threatens to cease business;

(e) a Force Majeure Event continues in relation to the Cash Manager for more than 10 Business Days; or

(f) 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 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 Financing 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.

"**Certificate Extraordinary Resolution**" means in respect of the holders of the Residual Certificates:

(a) a resolution passed at a meeting of Certificateholders duly convened and held in accordance with the Trust Deed by at least 75% of the Eligible Persons voting at such meeting upon a show of hands or, if a poll is duly demanded, by at least 75% of the votes cast on such poll;

(b) 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; or

(c) 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 at least 75% in number of the Residual Certificates then in issue.

"**Certificate Ordinary Resolution**" means in respect of the holders of the Residual Certificates:

(a) a resolution passed at a meeting of Certificateholders duly convened and held in accordance with the Trust Deed by at least 50% of the Eligible Persons voting at such meeting upon a show of hands or, if a poll is duly demanded, by at least 50% of the votes cast on such poll;

(b) 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

(c) 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 at least 50% in number of the Residual Certificates then in issue.

"**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 Sale Proceeds Floating Charge 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.

"**Class A Debt**" means the Class A Notes and the Class A Loan Note.

"**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 and the Class A Loan Note held by a Class A Noteholder or a Class A Loan Noteholder on such Interest Payment Date.

"**Class A Interest Rate**" has the meaning given to it in Condition 4(c) (*Interest Rate*).

"**Class A Loan**" means the loan advanced to the Issuer on the Closing Date by the Original Class A Loan Noteholder pursuant to the Class A Loan Note Agreement.

"**Class A Loan Interest Rate**" has the meaning given to it in Condition 4(c) (*Interest Rate*).

"**Class A Loan Note**" means the floating rate Class A Loan Note due August 2029 which is issued on the Closing Date in an initial Aggregate Outstanding Principal Amount of GBP 89,347,000.

"**Class A Noteholders**" means the holders of the Class A Notes at the relevant time.

"**Class A Loan Note Agreement**" means the loan note agreement entered into on or about the Closing Date between, amongst others, the Issuer, the Original Class A Loan Noteholder and the Security Trustee.

"**Class A Loan Noteholders**" means the holders of the Class A Loan Notes at the relevant time.

"**Class A Notes**" means the floating rate Class A Notes due August 2029 which are issued on the Closing Date in an initial Aggregate Outstanding Principal Amount of GBP 98,753,000.

"**Class A Quorum Failure Resolution**" has the meaning given to it in Condition 12(a) (*Meetings of Noteholders*).

"**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(a) (*Deferral of interest and subordination*).

"**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 due August 2029 which are issued on the Closing Date in an initial Aggregate Outstanding Principal Amount of GBP 35,800,000.

"**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(a) (*Deferral of interest and subordination*).

"**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 due August 2029 which are issued on the Closing Date in an initial Aggregate Outstanding Principal Amount of GBP 26,900,000.

"**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(a) (*Deferral of interest and subordination*).

"**Class D Noteholders**" means the holders of the Class D Notes at the relevant time.

"**Class D Notes**" means the floating rate Class D Notes due August 2029 which are issued on the Closing Date in an initial Aggregate Outstanding Principal Amount of GBP 14,900,000.

"**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(a) (*Deferral of interest and subordination*).

"**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 due August 2029 which are issued on the Closing Date in an initial Aggregate Outstanding Principal Amount of GBP 17,900,000.

"**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(a) (*Deferral of interest and subordination*).

"**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 due August 2029 which are issued on the Closing Date in an initial Aggregate Outstanding Principal Amount of GBP 14,900,000.

"**Class of Debt**" means each of the Class A Notes and/or the Class A Loan Note and/or the Class B Notes and/or the Class C Notes and/or Class D Notes and/or the Class E Notes and/or the Class F Notes and/or the Class X Notes, as the context requires.

"**Class of Debt Extraordinary Resolution**" has the meaning given to it in Condition 12(a) (*Meetings of Noteholders*).

"**Class of Debt Ordinary Resolution**" has the meaning given to it in Condition 12(a) (*Meetings of Noteholders*).

"**Class of Debt Resolution**" has the meaning given to it in Condition 12(a) (*Meetings of Noteholders*).

"**Class X Interest Amount**" means on each Interest Payment Date, the amount of interest payable pursuant to Condition 4(e) (*Calculations*) in respect of the Class X Notes held by a Class X Noteholder on such Interest Payment Date.

"**Class X Interest Rate**" has the meaning given to it in Condition 4(c) (*Interest Rate*).

"**Class X Interest Shortfall**" has the meaning given to it in Condition 6(a) (*Deferral of interest and subordination*).

"**Class X Noteholders**" means the holders of the Class X Notes at the relevant time.

"**Class X Notes**" means the floating rate Class X Notes due August 2029 which are issued on the Closing Date in an initial Aggregate Outstanding Principal Amount of GBP 13,800,000.

"**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 when the Clean-Up Call Conditions are satisfied.

"**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 should 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 20 September 2022.

"**Closing Date Receivables**" means the Purchased Receivables purchased (or purported to be purchased) on the Closing Date 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.

"**Collateralised Debt**" means the Class A Notes, the Class A Loan Note, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes.

"**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 account held in the name of Oodle as the Seller (with sort code 40-05-30 and account number 73692213) into which amounts received from Obligors in respect of the Purchased Receivables are made.

"**Collection Account Declaration of Trust**" means the declaration of trust granted by Oodle on 20 June 2017 as supplemented by a supplemental 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 Collection Account which relates to Purchased Receivables.

"**Collection Account Bank**" means HSBC Bank plc.

"**Collection Agent**" means a payment institution authorised in accordance with the Payment Services Regulations 2017 and appointed by the Servicer for the purposes of receiving Collections in respect of the Purchased Receivables from Obligors.

"**Collections**" means, in respect of each Purchased Receivable, all amounts of cash received by the Servicer in respect of Purchased Receivables deriving from the related Financing Agreement or Ancillary Rights from the Obligor or a third party, including any amounts representing the Vehicle Sale Proceeds and any Recovery Collections less, in respect of Revenue Receipts received in the period on and from the Cut-Off Date to the Closing Date, any interest and other financing costs and associated fees and expenses (including servicing fees) incurred in respect of such period under the warehouse facility provided by the Warehouse Lenders as determined by the Seller.

"**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 X 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 this Prospectus).

"**Corporate Services Agreement**" means the corporate services agreement entered into by the Issuer, Holdings and the Corporate Services Provider on or about the Closing Date under which the Issuer and Holdings have appointed the Corporate Services Provider to perform 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, United Kingdom.

"**Covid-19 Payment Holiday**" means a concession granted to an Obligor to defer making full or partial payments due to hardship caused by the Covid-19 pandemic and, in accordance with the *FCA Guidance*.

"**CRA15**" means the Consumer Rights Act 2015.

"**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 executed in accordance with the provisions of the Swap Agreement.

"**Cut-Off Date**" means 22 August 2022.

"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 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**" and "**personal data breach**", where used in respect of the performance of an activity or obligation, shall have the meaning given to that term 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 any person from whom the Seller purchases a Vehicle to form the subject matter of a Financing Agreement.

"**Dealer Contract**" means any contract between the Seller and any Dealer relating to the supply of a Vehicle.

"**Debt**" means the Notes together with the Class A Loan Note.

"**Debtholders**" means the Noteholders together with the Class A Loan Noteholders.

"**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 an Insurance Claim Receivable, a Disputed Receivable or any Purchased Receivable with an Outstanding Principal Balance of less than £30):

(a) in relation to which the relevant Obligor has returned the related Vehicle and sought to terminate the relevant Financing 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 Regular Payment or any other payment in excess of £30 thereunder is unpaid past its due date for more than 120 calendar days from the date specified for payment under the related Financing Agreement (excluding, for the avoidance of doubt, any Purchased Receivable which is subject to a Covid-19 Payment Holiday);

(c) in relation to which each Obligor under the related Financing Agreement has been declared bankrupt, has filed for bankruptcy, is subject to any other insolvency proceedings or has been declared dead;

(d) in relation to which the Obligor has perpetrated a fraud in entering into the relevant Financing Agreement;

(e) in relation to which the Seller has issued an instruction for the repossession of the related Vehicle and such instruction remains outstanding for more than 30 calendar days from the date such instruction was issued, excluding any Purchased Receivable which falls within item (b) above; or

(f) 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 relevant Obligor is able to pay and that any outstanding amounts will be collected (including, for the avoidance of doubt, where each Obligor has been determined to be fully and finally 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), 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.

"**Deferred Consideration**" means the deferred consideration payable to the Seller, as at the Closing Date, in respect of the Receivables sold to the Issuer, being the right to receive the Residual Certificate Payments as represented by the Residual Certificates to be issued to the Seller on the Closing Date.

"Definitive Notes" means Notes in definitive registered form.

"Definitive Residual Certificates" means the Residual Certificates in definitive registered form.

"**Determination Date**" means the last calendar day of each calendar month. The first Determination Date will be 30 September 2022.

"**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 Oodle to debit a sum of money on specified dates from the account of the Obligor for credit to an account of Oodle.

"**Direct Debiting Arrangements**" means the procedures adopted in accordance with the rules of the Association for Payment Clearing Services.

"**Disputed Receivable**" means a Financing Agreement, payment of which is being disputed in good faith by an Obligor.

"**Dowson 2020-1 Receivable**" means a Receivable that has previously been securitised by Dowson 2020-1 plc.

"**Dowson 2020-1 Sale Date**" means on or about 20 September 2022.

"**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 Persons**" has the meaning given to it in the Trust Deed.

"**Eligible Receivable**" means a Receivable that satisfies the Eligibility Criteria.

"**Eligible Swap Provider**" means with respect to the Swap Provider or any guarantor of the Swap Provider, any entity, which:

(a) in respect of the S&P Criteria (i) has the Initial S&P Required Rating; or (ii) where such entity does not meet the Initial S&P Required Rating, has the Subsequent S&P Required Rating and posts collateral in the amount and manner set forth in the Swap Agreement or obtains a guarantee from a person having the Initial S&P Required Rating or transfers to an eligible replacement (provided that if neither the replacement nor its guarantor has the Initial S&P Required Rating, such replacement will post collateral as required) or (iii) where such entity does not meet the Subsequent S&P Required Rating, posts collateral in the amount and manner set forth in the Swap Agreement until it obtains a guarantee from a person having the

Subsequent S&P Required Rating (provided that if the guarantor does not have the Initial S&P Required Rating, collateral will continue to be posted as required) or transfers to an eligible replacement (provided that if neither the replacement nor its guarantor has the Initial S&P Required Rating, such replacement entity will post collateral as required or obtain a guarantee from an entity that has the Initial S&P Required Entity); and

(b) in respect of the Moody's Criteria, has (i) a counterparty risk assessment of "A3(cr)" or above or, if a risk assessment is not available, a long-term, unsecured, unsubordinated debt rating of "A3" or above or (ii) a counterparty risk assessment of "Baa3(cr)" or above or, if a risk assessment is not available, a long-term, unsecured, unsubordinated debt rating of "Baa3" and (A) where the Swap Provider does not meet the rating set out in item(b)(i), it either posts collateral in the amount and manner set forth in the Swap Agreement or obtains a guarantee from a person having the ratings set forth in item(b)(i) above or item(b)(ii) above, (ensuring collateral is posted if the guarantor only has the ratings set forth in item(b)(ii) above) or transfers to an eligible replacement having the ratings set forth in item(b)(i) above or item(b)(ii) above (ensuring collateral is posted if the transferee only has the ratings set forth in item(b)(ii) above) or (B) where the Swap Provider does not meet the rating set out in item(b)(ii) it posts collateral in the amount and manner set forth in the Swap Agreement and it obtains a guarantee from a person having the ratings set forth in item(b)(ii) above or it transfers to an eligible replacement having the ratings set forth in item(b)(i) or item(b)(ii) above.

"**Encumbrance**" means any mortgage, sub-mortgage, security assignment or assignation, standard security, charge, sub-charge, pledge, lien, right of set-off or other encumbrance or security interest of any kind, however created or arising, including anything analogous to any of the foregoing under the laws of any jurisdiction.

"**ESMA**" means the European Securities Markets Authority or any successor authority.

"**EU Benchmark Regulation**" means the Benchmark Regulation (Regulation (EU) 2016/1011).

"**EU 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.

"**EU 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.

"**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.

"**EU 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.

"**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).

"**EU Insolvency Regulation**" means Regulation (EU) No 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast).

"**EU Market Abuse Regulation**" means Regulation EU 596/2014.

"**EU Securitisation Regulation**" means Regulation (EU) No 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 EU 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 EIOPA, the European Commission and/or the European Central Bank.

"**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.

"**EuroABS**" means EuroABS Limited.

"**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.

"**EUWA**" means the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020), as amended, varied, superseded or substituted from time to time.

"**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*) and/or Clause 17 (*Events of Default*) of the Class A Loan Note Agreement (as applicable).

"Excess Amount" means:

(a) a payment credited to the Collection Account which represents an amount received from an Obligor in excess of the amount payable under the relevant Financing Agreement; and

(b) any payment which is recalled by the payor or subject to repayment under the Direct Debiting Arrangements guarantee or otherwise is a payment made in error to the Collection Account.

"**Excess Hedging Event**" means an event which will occur under the Swap Agreement if at any time the aggregate Swap Notional Amount of the Transactions entered into thereunder exceeds, or is expected to exceed, the Aggregate Outstanding Principal Balance of the Purchased Receivables on any Interest Payment Date by more than 105 per cent., as set out in Part 1(g)(ix)(A) of the Swap Agreement.

"**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 the relevant 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).

"**Excess Swap Collateral**" means, in relation to the Swap Agreement, an amount equal to the value of the Swap Collateral (or the applicable part thereof) provided by a Swap Provider to the Issuer which is in excess of that Swap Provider's liability under the Swap Agreement as at the date of termination of all transactions under the Swap Agreement or which it is otherwise entitled to have returned to it under the terms of the Swap Agreement.

"**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; or

(b) 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 Tax Authority therein or thereof 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, as applicable, a Class of Debt Extraordinary Resolution, a Certificate Extraordinary Resolution or a Most Senior Debt Extraordinary Resolution.

"**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 or any regulatory authority that may succeed it as a United Kingdom regulator.

"**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 and the Class A Loan Note 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 and the Class A Loan Note), 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 Discharge Date**" means the date on which the Security Trustee notifies the Transaction Parties that the Secured Obligations have been fully satisfied.

"Final Receivables" means on any Interest Payment Date, all Purchased Receivables then owned by the Issuer.

"Final Redemption Date" means the Legal Maturity Date or, if earlier, the date on which the Outstanding Principal Amount 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 Agreement**" means an agreement for the provision of credit for the purchase of motor vehicles, taking the form of a hire purchase agreement entered into between Oodle and an Obligor under which the Obligor makes Regular Payments to Oodle in respect of its use of the Vehicle and under which title to the Vehicle remains with Oodle until certain matters occur, including administrative fees having been paid by the Obligor and, if applicable, a related loan agreement between Oodle and an Obligor in respect of Add-On Products relating to the financing of such Vehicle.

"**Fitch**" means Fitch Ratings Limited or its affiliate and its successors.

"**Fixed Day Count Fraction**" means the "Day Count Fraction" (as defined in the Swap Agreement) that is applied to the calculation of "Fixed Amounts" as specified in the confirmation relating to the Swap Transaction under the Swap Agreement.

"**Floating Day Count Fraction**" means the "Day Count Fraction" (as defined in the Swap Agreement) that is applied to the calculation of "Floating Amounts" as specified in the confirmation relating to the Swap Transaction under the Swap Agreement.

"**Force Majeure Event**" means any event (including but not limited to an act of God, fire, epidemic, explosion, floods, earthquakes, typhoons; riot, civil commotion or unrest, insurrection, terrorism, war, strikes or lockouts; nationalisation, expropriation, redenomination or other related governmental actions; Applicable Law of an Authority or supranational body; regulation of the banking or securities industry including changes in market rules, currency restrictions, devaluations or fluctuations; market conditions affecting the execution or settlement of transactions or the value of assets; and breakdown, failure or malfunction of any telecommunications, computer services or systems, or other cause) beyond the control of any Party which restricts or prohibits the performance of the obligations of such Party contemplated by the Transaction Documents.

"**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 and the Class X 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 His Majesty's Revenue & Customs.

"**Holdings**" means Dowson 2022-2 Holdings Limited (company number 14189342), whose registered office is at 1 Bartholomew Lane, London, EC2N 2AX, United Kingdom.

"**HPI Car Register**" means the register operated by HPI Limited that records interests in vehicles.

"**ICSD**" or "**International Central Securities Depositary**" means Clearstream, Luxembourg or Euroclear, and "ICSDs" means each of 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 the Receivables Sale and Purchase Agreement equal to the aggregate of (a) the reasonable costs and expenses of the Seller's Insolvency Official incurred in relation to the sale of such Vehicle and (b) 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 relevant Obligor in respect of the Receivables 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 Financing Agreement by the relevant Obligor but, for the avoidance of doubt, excluding the final payment of the principal amount of that Receivable and any Excluded Amounts) costs, any interest charged on interest and expenses received in respect of the Purchased Receivables.

"**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**" means that, in respect of the applicable S&P Collateral Framework Option, either (i) the issuer credit rating or (ii) the resolution counterparty rating assigned by S&P to the entity is at least as high as the relevant rating corresponding to the then current rating of the Relevant Notes and the applicable S&P Collateral Framework Option as specified in the table below:

Relevant Notes Rating	**Initial S&P Required Rating (Strong Collateral Framework)**	**Initial S&P Required Rating (Adequate Collateral Framework)**	**Initial S&P Required Rating (Moderate Collateral Framework)**	**Initial S&P Required Rating (Weak Collateral Framework)**
AAA	A-	A-	A	NA
AA+	A-	A-	A-	NA
AA	A-	BBB+	A-	NA
AA-	A-	BBB+	BBB+	NA
A+	A-	BBB	BBB+	NA

A	A-	BBB	BBB	NA
A-	A-	BBB	BBB	NA
BBB+	A-	BBB	BBB	NA
BBB	A-	BBB	BBB	NA
BBB-	A-	BBB	BBB	NA
BB+ and below	A-	BBB	BBB	NA

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"Insolvency Act" means the Insolvency Act 1986, as amended.

"**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 (including, without limitation, by way of voluntary arrangement, scheme of arrangement, restructuring plan under Part 26A of the Companies Act 2006 or otherwise) of that party other than a solvent liquidation or reorganisation of that party;

(ii) a composition, compromise, conveyance, assignment or arrangement with its creditors generally; or

(iii) the appointment of a liquidator, receiver, administrative receiver, administrator, monitor or other similar officer in respect of that party or its assets,

or any analogous procedure or step is taken in any jurisdiction, provided that any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 30 calendar days of commencement shall not constitute an "Insolvency Event"; or

(e) any expropriation, attachment, sequestration, distress, diligence or execution affects its assets generally 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, monitor 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, once there are no Notes or Residual Certificates outstanding.

"**Insurance Claim Receivable**" means any Purchased Receivable:

(a) in respect of which:

(i) a claim under the motor vehicle insurance policy for the related Vehicle has been made and is outstanding (provided such claim has not been outstanding more than 60 calendar days); and

(ii) a Regular Payment or any other payment in excess of £30 thereunder is unpaid past the date specified for payment under the Related Financing Agreement; or

(b) in respect of which any proceeds have been received by the Issuer under the motor vehicle insurance policy for the related Vehicle and such proceeds are less than the Outstanding Principal Balance of such Purchased Receivable at the end of the immediately preceding Calculation Period, excluding any Purchased Receivable in respect of which a Regular Payment or any other payment in excess of £30 thereunder is unpaid past its due date for more than 120 calendar days from the date specified for payment under the Related Financing Agreement.

"**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 (c) (inclusive), (d)(i), (e) and (f) 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), (d)(i) and (h) 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), (d)(i) and (k) 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), (d)(i) and (n) 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), (d)(i) and (q) 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), (d)(i) and (t) 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, on any Interest Payment Date, (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 October 2022, and thereafter the 20th day of each calendar month, as adjusted by the Modified Following 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 Debt is 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 or the Class X Interest Rate, as applicable.

"**Interest Shortfall**" has the meaning given to it in Condition 6(a) (*Deferral of interest and subordination*).

"**Investment Company Act**" means the U.S. Investment Company Act of 1940, as amended from time to time.

"**Irish Listing Agent**" means Walkers 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 2002 ISDA Master Agreement (including the schedule and the Credit Support Annex thereto) dated on or about the Closing Date and made between the Issuer and the Swap Provider.

"**Issuer**" means Dowson 2022-2 Plc (company number 14191383), whose registered office is at 1 Bartholomew Lane, London, EC2N 2AX, United Kingdom, as issuer of the Notes.

"**Issuer Accounts**" means the Reserve Fund, the Swap 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 Lead Managers"** means Citigroup Global Markets Limited and BNP Paribas.

"**Legal Maturity Date**" means the Interest Payment Date falling in August 2029, subject to the Modified Following 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.

"**Loan Note Paying Agent**" means Citibank, N.A., London Branch, acting through its office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB.

"**Loan Note Registrar**" means Citibank, N.A., London Branch, acting through its office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB.

"**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 an industry vehicle valuation service provided by:

(a) Glass's Information Services Ltd trading as Glass's; or

(b) if no valuation of the Vehicle is available from Glass's, CAP Automotive Limited trading as CAP,

on the date of origination of such Receivable, expressed as a percentage.

"**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.

"**Master Definitions Schedule**" means the master definitions schedule dated on or about the Closing Date between, *inter alios*, the Issuer, the Seller, the Servicer, the Note 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) with respect to any person or entity, a material adverse effect on:

(i) the consolidated business, assets or financial condition or prospects of such person or entity to the extent it relates directly or indirectly to the Receivables (including without limitation, to the origination or servicing of Receivables);

(ii) the ability of such person or entity to perform its obligations under any Transaction Document to which it is a party or on any of the rights or remedies of any other party to such Transaction Document; or

(iii) the validity or enforceability of any Transaction Document; or

(b) with respect to the Portfolio (and without prejudice to paragraph (a) of this definition), a material adverse effect on the interests of the Issuer or the Security Trustee in respect of all the Receivables in the Portfolio as a whole, or on the ability of the Issuer (or the Servicer on the Issuer's behalf) to collect amounts due on all the Receivables in the Portfolio as a whole 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) (*Amendments and waiver*) and Residual Certificate Condition 10(b)(iv)(2) (*Amendments and waiver)*.

"**Modified Following Business Day Convention**" means that if any due date specified in a Transaction Document for performing a certain task (in particular, payments of any amounts) is not a Business Day, such task shall be performed (a 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.

"**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 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 Two (*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.

"**Moody's Criteria**" means the criteria used by Moody's (as set out in Moody's "Moody's Approach to Assessing Counterparty Risks in Structured Finance" published on 5 June 2020).

"**Most Senior Class of Debt**" has the meaning given to it in Condition 12(a) (*Meetings of Noteholders*).

"**Most Senior Debt Extraordinary Resolution**" has the meaning given to it in Condition 12(a) (*Meetings of Noteholders*).

"**Most Senior Debt Ordinary Resolution**" has the meaning given to it in Condition 12(a) (*Meetings of Noteholders*).

"**Most Senior Debt Resolution**" has the meaning given to it in Condition 12(a) (*Meetings of Noteholders*).

"**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, where such breach materially and adversely affects the interests of the Issuer in any Purchased Receivable, and, if applicable, the relevant breach cannot be remedied, or the relevant Purchased Receivable 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:

(a) the greater of:

(i) (A) its Initial Purchase Price less (B) 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; and

(ii) the Outstanding Principal Balance of such Non-Compliant Receivable as at the Repurchase Date;

plus,

(b) any accrued and unpaid income in respect thereof as at the date of the repurchase; and

(c) plus where the repurchase of such Non-Compliant Receivable results in a Termination Event (as such term is defined in the Swap Agreement) under the Swap Agreement, an amount equal to any termination payment payable by the Issuer to the Swap Provider in relation to such Termination Event or minus an amount equal to any termination payment payable by the Swap Provider to the Issuer in relation to such Termination Event.

"**Non-Permitted Variation**" means any change to a Financing Agreement that relates to a Purchased Receivable which has the effect of:

(a) reducing the Outstanding Principal Balance of the Purchased Receivable (excluding, for the avoidance of doubt, any such reduction effected as a result of a repayment or prepayment of that related Financing Agreement by the Obligor);

(b) sanctioning any kind of payment holiday;

(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 (excluding, for the avoidance of doubt, any reduction in the total interest payable resulting from a repayment or prepayment of that related Financing Agreement by the Obligor);

(d) extending the term of the Purchased Receivable (excluding, for the avoidance of doubt, any such reduction effected as a result of a repayment or prepayment of that related Financing Agreement by the Obligor);

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

(f) providing for a final payment greater than the amount of any Regular 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 or pursuant to applicable law or regulation and/or the request of any competent regulatory authority.

"**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:

(a) the greater of:

(i) (A) its Initial Purchase Price less (B) 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; and

(ii) the Outstanding Principal Balance of such Non-Permitted Variation Receivable as at the Repurchase Date;

plus,

(b) any accrued and unpaid income in respect thereof as at the date of the repurchase; and

(c) plus where the repurchase of the Non-Permitted Variation Receivable results in a Termination Event (as such term is defined in the Swap Agreement) under the Swap Agreement, an amount equal to any termination payment payable by the Issuer to the Swap Provider in relation to such Termination Event or minus an amount equal to any termination payment payable by the Swap Provider to the Issuer in relation to such Termination Event.

"**Non-Permitted Variation Receivables Call Option**" means the call option granted to the Seller pursuant to 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 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 (including, for the avoidance of doubt, in the case where any of the Notes are subject to a tender offer) 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 Receivable, including any person who has guaranteed the obligations in respect of such 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 Financing Agreement.

"**Obligor Ledger**" means the ledger account established by the Servicer in respect of each Financing 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).

"**Oodle**" means Oodle Financial Services Limited.

"**Oodle Information**" has the meaning given to it on page xiv of this Prospectus.

"**Optional Early Redemption**" means the Issuer's optional early redemption right pursuant to Condition 5(e) (*Optional Early Redemption*).

"**Optional Early Redemption Receivables**" means, on any Interest Payment Date and in relation to the Optional Early Redemption Receivables Call Option, all Purchased Receivables then owned by the Issuer.

"**Optional Early Redemption Receivables Call Option**" means the call option granted to the Seller pursuant to 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 the Optional Early Redemption Receivables.

"**Optional Early Redemption Repurchase Price**" means, in respect of the Receivables to be repurchased in connection with a redemption of the Notes in accordance with Condition 5(e) (*Optional Early Redemption*), an amount equal to the amount specified in Condition 5(e).

"**Ordinary Resolution**" means, as applicable, a Class of Debt Ordinary Resolution, a Certificate Ordinary Resolution or a Most Senior Debt Ordinary Resolution.

"**Original Class A Loan Noteholder**" means Citibank, N.A., London Branch.

"**Original Class A Noteholder**" means BNP Paribas.

"**outstanding**" means:

(a) for any Class of Notes, all the Notes of that Class issued other than:

(i) those which have been redeemed in full in accordance with their Conditions;

(ii) 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;

(iii) those in respect of which claims have become void under their Conditions;

(iv) those mutilated or defaced Notes which have been surrendered and cancelled and in respect of which replacements have been issued under their Conditions;

(v) (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

(vi) any Global Note to the extent that it has been exchanged for the related Definitive Notes in each case under their respective provisions,

(b) in relation to the Class A Loan Note, the amounts outstanding in respect of the Class A Loan Note unless and until such Class A Loan Note is redeemed in full in accordance with the Class A Loan Note Agreement; and

(c) in relation to a Class of Debt, the amounts outstanding in respect of the related Class of Notes or, in the case of the Class A Debt, the aggregate amount outstanding in respect of the Class A Notes and the Class A Loan Note,

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 Principal Amount**" means with respect to any Interest Payment Date the principal amount of any Note or the Class A Loan Note (as applicable) (rounded, if necessary, to the nearest GBP 0.01 with GBP 0.005 being rounded upwards) equal to the initial principal amount of such Note (as at the Closing Date) as, on or before such Interest Payment Date, reduced by all amounts paid in respect of principal on such Note prior to or on such Interest Payment Date.

"Outstanding Principal Balance" means, on any date and with respect to each Purchased Receivable, the Principal Element outstanding under the related Financing Agreement as shown on the relevant computer system (on the assumption that the Servicer has complied with its obligations under the Servicing Agreement).

"**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; and

(e) 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 Swap Collateral which will be due and payable only to the extent of amounts in the Swap Collateral Account and which shall be repaid to the Swap Provider outside of the Priority of Payments;

(b) any Replacement Swap Premium paid to any replacement swap provider in respect of a replacement swap agreement (which will be paid directly to such replacement swap provider);

(c) any due and payable Taxes owed by the Issuer; and

(d) any Swap Tax Credits, which will be paid directly to the Swap Provider.

"**Permitted Variations**" means any Variation which is made in accordance with the terms of the relevant Financing Agreement and the applicable Credit and Collection Procedures and which is not a Non-Permitted Variation.

"**Person**" means an individual, partnership, corporation (including a business trust), unincorporated association, trust, joint stock company, limited liability company, joint venture or other entity, or a government or political subdivision, agency or instrumentality thereof.

"**Portfolio**" means, at any time all Purchased Receivables and all other assets and rights relating to the related Financing Agreements purported to be transferred or granted to the Issuer pursuant to the Receivables Sale and Purchase Agreement on the Closing Date or (in respect of the Dowson 2020-1 Receivables only) the Dowson 2020-1 Sale 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, lapse of time, making of a determination and/or a combination thereof become an Event of Default.

"**PRA**" means the Prudential Regulation Authority of the United Kingdom or any regulatory authority that may succeed it as a United Kingdom regulator.

"**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*).

"**Pre-Funding Reserve Ledger**" means the ledger of such name maintained by the Cash Manager in accordance with the Cash Management Agreement;

"**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 difference between (a) the Premium Element Purchase Price Percentage and (b) 100%.

"**Premium Element Purchase Price Percentage**" means 104.6%.

"**Principal Deficiency Ledger**" means the ledger of such name maintained by the Cash Manager in accordance with the Cash Management Agreement comprising five 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 and the Class A Loan Note 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 Purchased Receivables (other than Purchased Receivables that have become Defaulted Receivables and 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 Receivables (including, but not limited to, any amount relating to the Principal Element received by the Issuer in respect of the Non-Compliant Receivable Repurchase Price, the Final Repurchase Price, the CCA Compensation Payment, the Optional Early Redemption Repurchase Price, the Receivables Indemnity Amount, the Non-Permitted Variation Receivable Repurchase Price and the 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 the Pre-Acceleration Priorities of Payments or the Post-Acceleration Priority of Payments (as applicable).

"**Prospectus**" means this prospectus.

"**Prospectus Regulation**" means Regulation (EU) 2017/1129.

"**Purchase Price**" means the sum of:

(a) the aggregate Initial Purchase Price in respect of the Receivables comprised within the Portfolio on the Cut-Off Date; and

(b) the Deferred Consideration.

"**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;

(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.

"**Quarterly Investor Report**" means the EU Quarterly Investor Report and/or the UK Quarterly Investor Report (as the context requires).

"**Quarterly Reporting Month**" means March, June, September and December.

"**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 Debt 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 Swap Provider (in respect of a Rating Agency Confirmation requested pursuant to the provisions of the Swap 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.

"**Receivable**" means any and all claims and rights of the Seller, present and future, absolute or contingent, to payment from the Obligor under a Financing 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 (in a commercially reasonable manner), 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 annual percentage rate 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 the Purchased 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.

"**Regular Payment**" means each monthly payment due from the relevant Obligor under the Financing Agreement to which such Obligor is a party.

"**Regulated Financing Agreements**" means the Financing Agreements which are regulated by the CCA.

"**Relevant Date**" means the date falling 10 years after the Legal Maturity Date.

"**Relevant Notes**" means, in respect S&P and/or Moody's and any time, the Class of Debt with the highest rating from S&P and/or Moody's, as applicable, at such time.

"**Replacement Swap Premium**" means an amount payable by the Issuer to a replacement swap provider upon entry by the Issuer into an agreement with such replacement swap provider to replace the outgoing Swap 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 Issuer, 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).

"**Reporting Date**" means the 5th Business Day preceding the relevant Interest Payment Date.

"**Reporting Website**" means the https://www.euroabs.com/IH.aspx?d=18700 page on the website of EuroABS (https://www.euroabs.com).

"**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 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:

(a) in respect of any Interest Payment Date on or prior to the earlier to occur of (1) the Final Class A Interest Payment Date (unless the Clean-Up Call or Optional Early Redemption is exercised on such date), (2) the Legal Maturity Date, (3) the date on which the Aggregate Outstanding Principal Balance is zero, (4) up to but excluding the Interest Payment Date on which the Clean-Up Call or Optional Early Redemption is exercised and (5) the service of an Acceleration Notice on the Issuer by the Note Trustee, an amount equal to the greater of:

(i) 1.50% of the aggregate Outstanding Principal Amount of the Class A Notes and the Class A Loan Note as at the immediately preceding Calculation Date; and

(ii) £350,000; and

(b) thereafter, £0.

"**Reserve Fund Required Amount (Class B)**" means:

(a) in respect of any Interest Payment Date on or prior to the earlier to occur of (1) the Final Class B Interest Payment Date (unless the Clean-Up Call or Optional Early Redemption is exercised on such date), (2) the Legal Maturity Date, (3) the date on which the Aggregate Outstanding Principal Balance is zero, (4) up to but excluding the Interest Payment Date on which the Clean-Up Call or Optional Early Redemption is exercised and (5) the service of an Acceleration Notice on the Issuer by the Note Trustee, an amount equal to the greater of:

(i) 1.0% of the aggregate Outstanding Principal Amount of the Class B Notes as at the immediately preceding Calculation Date; and

(ii) £150,000; and

(b) thereafter, £0.

"**Reserve Fund Required Amount (Class C)**" means:

(a) in respect of any Interest Payment Date on or prior to the earlier to occur of (1) the Final Class C Interest Payment Date (unless the Clean-Up Call or Optional Early Redemption is exercised on such date), (2) the Legal Maturity Date, (3) the date on which the Aggregate Outstanding Principal Balance is zero, (4) up to but excluding the Interest Payment Date on which the Clean-Up Call or Optional Early Redemption is exercised and (5) the service of an Acceleration Notice on the Issuer by the Note Trustee, an amount equal to the greater of:

(i) 1.0% of the aggregate Outstanding Principal Amount of the Class C Notes as at the immediately preceding Calculation Date; and

(ii) £100,000; and

(b) thereafter, £0.

"**Reserve Fund Required Amount (Class D)**" means:

(a) in respect of any Interest Payment Date / day on or prior to the earlier to occur of (1) the Final Class D Interest Payment Date (unless the Clean-Up Call or Optional Early Redemption is exercised on such date), (2) the Legal Maturity Date, (3) the date on which the Aggregate Outstanding Principal Balance is zero, (4) up to but excluding the Interest Payment Date on

which the Clean-Up Call or Optional Early Redemption is exercised and (5) the service of an Acceleration Notice on the Issuer by the Note Trustee, an amount equal to the greater of:

(i) 1.0% of the aggregate Outstanding Principal Amount of the Class D Notes as at the immediately preceding Calculation Date; and

(ii) £75,000; and

(b) thereafter, £0.

"**Reserve Fund Required Amount (Class E)**" means:

(a) in respect of any Interest Payment Date / day on or prior to the earlier to occur of (1) the Final Class E Interest Payment Date (unless the Clean-Up Call or Optional Early Redemption is exercised on such date), (2) the Legal Maturity Date, (3) the date on which the Aggregate Outstanding Principal Balance is zero, (4) up to but excluding the Interest Payment Date on which the Clean-Up Call or Optional Early Redemption is exercised and (5) the service of an Acceleration Notice on the Issuer by the Note Trustee, an amount equal to 1.0% of the aggregate Outstanding Principal Amount of the Class E Notes as at the immediately preceding Calculation Date; and

(b) thereafter, £0.

"**Reserve Fund Required Amount (Class F)**" means:

(a) in respect of any Interest Payment Date / day on or prior to the earlier to occur of (1) the Final Class F Interest Payment Date (unless the Clean-Up Call or Optional Early Redemption is exercised on such date), (2) the Legal Maturity Date, (3) the date on which the Aggregate Outstanding Principal Balance is zero, (4) up to but excluding the Interest Payment Date on which the Clean-Up Call or Optional Early Redemption is exercised and (5) the service of an Acceleration Notice on the Issuer by the Note Trustee, an amount equal to 1.0% of the aggregate Outstanding Principal Amount of the Class F Notes as at the immediately preceding Calculation Date; and

(b) 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 Residual Certificates (which terms and conditions are set out in this Prospectus).

"**Residual Certificate Payment**" means:

(a) prior to the delivery of an 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 an 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 (l) 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.

"**Retention Notes**" means each Class of the Collateralised Notes subscribed for by Oodle on the Closing Date in an amount not less than 5 per cent. of the nominal value of the Collateralised Debt issued by the Issuer on the Closing Date (and in the case of the Class A Debt, such interest shall be comprised solely of an interest in the Class A Notes, with an outstanding nominal value not less than 5% of the outstanding nominal value of the Class A Debt, and shall not include any interest in the Class A Loan Note).

"**Retention Requirements**" means Article 6 of the UK Securitisation Regulation and, until such time as the Seller certifies to the Issuer that a competent EU authority has confirmed that the satisfaction of the requirements under Article 6 of the UK Securitisation Regulation will also satisfy the requirements of the EU Securitisation Regulation due to the application of an equivalence regime or similar analogous concept, Article 6 of the EU Securitisation Regulation.

"**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, 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, Final Repurchase Price, Non-Compliant Receivable Repurchase Price, Non-Permitted Variation Receivable Repurchase Price, Tax Redemption Repurchase Price and Optional Early Redemption 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

(d) any other amounts received by the Issuer in respect of the Purchased Receivables which is not in respect of the Principal Element of such Purchased Receivables,

less the Income Element of all payments that have been revoked (including payments not honoured by the relevant 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 1 Financing Agreement**" means a Financing 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 Financing Agreement**" means a Financing 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 Financing Agreement"** means a Financing 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 Financing Agreement**" means a Financing 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 Financing Agreement**" means a Financing 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 Financing Agreement**" means a Financing 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 Financing Agreement**" means a Financing 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 Financing Agreement**" means a Financing 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 UK Limited, a subsidiary of the McGraw-Hill Companies, Inc. and any successor to the debt rating business thereof.

"**S&P Criteria**" means the criteria used by S&P as set out in S&P's "Counterparty Risk Framework: Methodology and Assumptions" dated 8 March 2019 and republished on 18 May 2020.

"**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 interest in the Vehicle Sale Proceeds Floating Charge, in substantially the form set out in 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 Class A Loan Noteholders, the Certificateholders, Corporate Services Provider, the Cash Manager, the Account Bank, the Swap Provider, the Paying Agent, the Interest Determination Agent, the Registrar, the Joint Lead Managers, the Note Trustee, the Security Trustee, the Seller, the Servicer, the Standby Servicer, 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 the Deed of Charge.

"**Securities Act**" means the United States Securities Act of 1933, as amended.

"**Securitisation Regulations**" means the EU Securitisation Regulation and the UK Securitisation Regulation.

"**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 Oodle.

"**Seller Power of Attorney**" means the power of attorney granted in favour of the Issuer pursuant to 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) to the Loan Note Paying Agent under the Class A Loan Note Agreement;

(i) to the Loan Note Registrar under the Class A Loan Note Agreement;

(j) 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; and

(k) 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.

"**Servicer**" means Oodle 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 (in its capacity as Servicer) 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 Purchased Receivables 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 (in its capacity as 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 Servicer 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.

"**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.

"**SSPE**" has the meaning given to that term in the UK Securitisation Regulation or the EU Securitisation Regulation (as applicable).

"**Standard Documentation**" or "**Standard Documents**" means the forms of the standard documents used by the Seller in originating Financing 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 Arranger on or about the date of this Prospectus.

"**Subsequent S&P Required Rating**" means that, in respect of the applicable S&P Collateral Framework Option, either (i) the issuer credit rating or (ii) the resolution counterparty rating assigned by S&P to the entity is at least as high as the relevant rating corresponding to the then current rating of the Relevant Notes and the applicable S&P Collateral Framework Option as specified in the table below:

Relevant Notes Rating	**Subsequent S&P Required Rating (Strong Collateral Framework)**	**Subsequent S&P Required Rating (Adequate Collateral Framework)**	**Subsequent S&P Required Rating (Moderate Collateral Framework)**	**Subsequent S&P Required Rating (Weak Collateral Framework)**
AAA	BBB+	A-	A	A+
AA+	BBB+	A-	A-	A+
AA	BBB	BBB+	A-	A
AA-	BBB	BBB+	BBB+	A-
A+	BBB-	BBB	BBB+	A-
A	BBB-	BBB	BBB	BBB+
A-	BBB-	BBB-	BBB	BBB+
BBB+	BBB-	BBB-	BBB-	BBB
BBB	BBB-	BBB-	BBB-	BBB
BBB-	BBB-	BBB-	BBB-	BBB-
BB+ and below	At least as high as 3 notches below the Relevant Notes rating	At least as high as 2 notches below the Relevant Notes rating	At least as high as 1 notch below the Relevant Notes rating	At least as high as the Relevant Notes rating

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"**Supplemental Collection Account Declaration of Trust**" means the supplemental collection account declaration of trust supplementing the Collection Account Declaration of Trust and dated on or about the Closing Date in favour of, among others, 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.

"**Swap Agreement**" means the 2002 ISDA Master Agreement, the schedule thereto, an interest rate swap confirmation and a related credit support annex thereunder dated and executed on or about the Closing Date between the Issuer and the Swap Provider.

"**Swap Collateral**" means an amount equal to the value of the collateral (or the applicable part of any collateral) provided by the Swap Provider to the Issuer in respect of that Swap Provider's obligations to transfer collateral to the Issuer under the Swap Agreement and includes any interest and distributions in respect thereof.

"**Swap Collateral Account**" means the swap collateral account of the Issuer opened on or before the Closing Date with the Account Bank or any successor account.

"**Swap Notional Amount**" means, in respect of each swap calculation period, the notional amount of the Swap Transaction during such swap calculation period as set out in the amortisation schedule appended to the interest rate swap transaction confirmation entered into under the Swap Agreement (as the same may be adjusted following any partial termination of the Swap Transaction as a result of over-hedging in accordance with the terms of the Swap Agreement).

"**Swap Premium**" means the premium payable by the Issuer to the Swap Provider upon entry into the Swap Agreement on or about the Closing Date.

"**Swap Provider**" means BNP Paribas.

"**Swap SONIA**" means, in respect of each swap calculation period under the Swap Transaction, the rate calculated for such swap calculation period in accordance with the Swap Agreement as the compounded daily rate of GBP SONIA.

"**Swap Subordinated Amounts**" means any termination amount payable by the Issuer to the Swap Provider under the Swap Agreement as a result of either:

(a) an Event of Default (as defined in the Swap Agreement) where the Swap Provider is the Defaulting Party (as defined in the Swap Agreement);

(b) an Additional Termination Event (as defined in the Swap Agreement) which occurs as a result of the failure of the Swap Provider to comply with the requirements of a rating downgrade provision set out under the Swap Agreement; or

(c) an Additional Termination Event which occurs as a result of an Excess Hedging Event.

"**Swap Tax Credits**" means any credit, allowance, set-off or repayment, which is received by the Issuer in respect of Tax (as defined in the Swap Agreement) from the relevant tax authorities of any jurisdiction relating to any deduction or withholding giving rise to an increased payment by the Swap Provider to the Issuer.

"**Swap Termination Payment**" means the amount due from the Swap Provider to the Issuer or from the Issuer to the Swap Provider under the Swap Agreement following the termination of one or more Transactions (as defined in the Swap Agreement) under Section 6 of the Swap Agreement.

"**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 Authority**" means any authority competent to collect, assess or administer Tax.

"**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 and in relation to the Tax Redemption Receivables Call Option, all Purchased Receivables then owned by the Issuer.

"**Tax Redemption Receivables Call Option**" means the call option granted to the Seller pursuant to 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 the Tax Redemption Receivables.

"**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 Debt in full) less any Available Revenue Receipts and Available Principal Receipts to be applied on such date.

"**Transaction**" means the securitisation transaction in connection with which the Notes and the Residual Certificates 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 Class A Loan Note Agreement, 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 Declaration of Trust, the Swap Agreement, the Corporate Services Agreement, the Vehicle Sale Proceeds Floating Charge, the Netting Letter and the Issuer ICSDs Agreement and any other agreement entered into between the Transaction Parties from time to time which is 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 Benchmark Regulation**" means the Benchmark Regulation (Regulation (EU) 2016/1011) as it forms part of UK domestic law by virtue of the EUWA.

"**UK 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 as it forms part of UK law by virtue of the EUWA.

"**UK CRR**" means Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 as it forms part of UK domestic law by virtue of the EUWA.

"**UK EMIR**" means Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 as it forms part of UK domestic law by virtue of the EUWA.

"**UK GDPR**" means the General Data Protection Regulation 2016/679 as it forms part of retained EU law (as defined in the European Union (Withdrawal) Act 2018).

"**UK Insolvency Regulation**" means the EU Insolvency Regulation, as it forms part of domestic law of the United Kingdom by virtue of the EUWA and the Insolvency (Amendment) (EU Exit) Regulations 2009, SI 2019/146.

"**UK Market Abuse Regulation**" means the EU Market Abuse Regulation and any implementing laws or regulations in force in the United Kingdom in relation to the EU Market Abuse Regulation or amending the EU Market Abuse Regulation as it will apply in the United Kingdom (together with applicable directions, secondary legislation, guidance, regulatory technical standards, implementing technical standards and related documents published by the FCA and the PRA of the United Kingdom).

"**UK Securitisation Regulation**" means Regulation (EU) No 2017/2402 as it forms part of UK domestic law by virtue of the EUWA together with applicable secondary legislation, guidance, regulatory technical standards, implementing technical standards and related documents published by the FCA, the Bank of

England, the PRA, the Pensions Regulator or other relevant UK regulator (or their successor) in relation thereto.

"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 a Financing Agreement after the Cut-Off Date.

"**VAT**" or "**Value Added Tax**" means (i) any value added tax imposed by VATA; (ii) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and (iii) any other tax of a similar nature, whether imposed in the United Kingdom or in a Member State of the European Union in substitution for, or levied in addition to, such tax referred to in (i) or (ii), or imposed elsewhere.

"**VATA**" means the Value Added Tax Act 1994.

"**Vehicle**" means, with respect to any Purchased Receivable, any motor vehicle the subject of the Financing Agreement related to such Purchased Receivable.

"**Vehicle Sale Proceeds**" means, in relation to a Purchased Receivable, the proceeds of sale of the Vehicle that is the subject of the relevant Financing Agreement including a sale of such Vehicle arising due to the return or repossession of such Vehicle following a default under the relevant Financing Agreement or exercise by the relevant Obligor of a Voluntary Termination.

"**Vehicle Sale Proceeds Floating Charge**" means the floating charge granted by the Seller in favour of the Issuer on or about the Closing Date in the form set out in Schedule 6 (*Vehicle Sale Proceeds Floating Charge*) to the Receivables Sale and Purchase Agreement.

"**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 Regulated Financing Agreement by an Obligor pursuant to Section 99 of the CCA.

"**Warehouse Lender**" means an affiliate of or ABCP conduit managed by each of the Joint Lead Managers (or its affiliates), respectively, that provides warehouse financing to the Seller.

"**Written Resolution**" means, in respect of a Class of Notes, a resolution referred to in paragraph (1)(A)(ii) and 2(B) of the definition of Class of Debt Extraordinary Resolution in Condition 12 (*Meetings of Noteholders, amendments, waiver, substitution and exchange*) or paragraph (1)(A)(ii) and 2(B) of the definition of Class of Debt Ordinary Resolution in Condition 12 (*Meetings of Noteholders, amendments,*

waiver, substitution and exchange) and, in respect of the Residual Certificates, a resolution referred to in paragraph (b) of the definition of Certificate Extraordinary Resolution above or paragraph (b) of the definition of Certificate Ordinary Resolution above.

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