

# CARS ALLIANCE AUTO LOANS GERMANY

## FONDS COMMUN DE CRÉANCES

(Articles L. 214-43 to L. 214-49 and Articles R. 214-92 to R. 214-115 of the French Monetary and Financial Code)

### ISSUE OF SERIES<sub>2007-1</sub> ASSET BACKED FLOATING RATE NOTES

EUR 88,500,000 Class A<sub>1-2007-1</sub> Asset Backed Floating Rate Notes due 18 October 2019

EUR 6,000,000 Class B<sub>2007-1</sub> Asset Backed Floating Rate Notes due 18 October 2019

**EuroTitrisation**  
Management Company

**RCI Banque**  
Depository

CARS ALLIANCE AUTO LOANS GERMANY (the “**Issuer**”) is a French securitisation fund (*fonds commun de créances*) jointly established by EuroTitrisation (the “**Management Company**”) and RCI Banque (the “**Depository**”). The Issuer will be regulated by articles L. 214-43 to L. 214-49 and articles R. 214-92 to R. 214-115 of the French Monetary and Financial Code and the Issuer Regulations (as defined herein) made on 28 September 2007 between the Management Company and the Depository. It is expected that the Issuer will be established on 9 October 2007 (the “**Issuer Establishment Date**”).

The management strategy and sole purpose of the Issuer is (i) to purchase from RCI Banque S.A., Niederlassung Deutschland, a German branch of RCI Banque S.A. (the “**Seller**”) portfolios of German retail auto loan receivables (the “**Receivables**”) arising from fixed rate auto loan agreements governed by German law (the “**Auto Loan Agreements**”) granted by the Seller to certain Borrowers (as defined below) in order to finance the purchase of either new cars produced under the brands of the Renault Group and/or Nissan brands or used cars produced by any car manufacturers and sold by certain cars dealers in the commercial networks of Renault Group and/or Nissan in Germany and (ii) to issue the Notes (as defined below) and the Units (as defined below).

This Prospectus constitutes a prospectus within the meaning of article 5 of Directive 2003/71/EC of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading (the “**Prospectus Directive**”).

Application has been made to the *Commission de Surveillance du Secteur Financier* (the “**CSSF**”) in its capacity as competent authority under the Luxembourg law dated 10 July 2005 relating to the prospectus for securities, for the approval of this Prospectus for the purposes of the Prospectus Directive.

**Application has been made for the € 88,500,000 Class A<sub>1-2007-1</sub> Asset Backed Floating Rate Notes due 18 October 2019 (the “Class A<sub>1-2007-1</sub> Notes”) and the € 6,000,000 Class B<sub>2007-1</sub> Asset Backed Floating Rate Notes due 18 October 2019 (the “Class B<sub>2007-1</sub> Notes”, together with Class A<sub>1-2007-1</sub> Notes, the “Offered Notes”) to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange. The Luxembourg Stock Exchange is a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EC.**

The Class A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes will be issued in the denomination of €100,000 each and in bearer dematerialised form (*titres de créances de fonds commun de créances émis en forme dématérialisée et au porteur*) in accordance with article L. 211-4 of the French Monetary and Financial Code. No physical documents of title will be issued in respect of the Offered Notes. The Offered Notes will be inscribed as from the Issue Date in the books of Euroclear France (“**Euroclear France**”) (acting as central depository) which shall credit the accounts of Euroclear France Account Holders (as defined in “**Description of the Offered Notes**”) including Clearstream Banking, *société anonyme* (“**Clearstream, Luxembourg**”) and Euroclear Bank S.A./N.V., as operator of the Euroclear System (“**Euroclear**”).

Interest on the Class A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes is payable by reference to successive Interest Periods (as defined herein). Interest on the A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes will be payable monthly in arrears in euro on the 18<sup>th</sup> of each of calendar month commencing on 18<sup>th</sup> November 2007, or, if any such day is not a Business Day (as defined herein), the next following Business Day or, if that Business Day falls in the next calendar month, the immediately preceding Business Day (each such day being a “**Monthly Payment Date**”). The interest rate applicable to each of the Class A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes from time to time will be determined by the Management Company in accordance with Condition 3 of the terms and conditions of each of the Class A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes (the “**Conditions**”) as the sum of the Euro-Zone Interbank Offered Rate (“**Euribor**”) for the relevant Interest Period plus a margin equal to, in relation to the Class A<sub>1-2007-1</sub> Notes, 0.35 per cent. per annum, and in relation to the Class B<sub>2007-1</sub> Notes, 0.75 per cent. per annum.

Offered Notes	Initial Principal Amount	Reference Interest Rate	Margin	Interest Payment Dates	Issue Price	Expected Ratings (Moody's and S&P)	Final Maturity Date
A <sub>1-2007-1</sub>	EUR 88,500,000	1 month Euribor	0.35% per annum	18 <sup>th</sup> day of each month in each year	100%	Aaa/AAA	18 October 2019
B <sub>2007-1</sub>	EUR 6,000,000	1 month Euribor	0.75% per annum	18 <sup>th</sup> day of each month in each year	100%	Aa3/A	18 October 2019

The Class A<sub>1-2007-1</sub> Notes and in certain circumstances the Class B<sub>2007-1</sub> Notes will be subject to mandatory *pro rata* redemption in whole or in part from time to time on each Monthly Payment Date following the expiry of the Revolving Period (as described herein). The aggregate amount to be applied in mandatory *pro rata* redemption in whole or in part of the Class A<sub>1-2007-1</sub> Notes and Class B<sub>2007-1</sub> Notes will be calculated in accordance with the provisions set out in Condition 5(d). In certain other circumstances, and at certain times, all (but not some only) of the Class A<sub>1-2007-1</sub> Notes and Class B<sub>2007-1</sub> Notes may be redeemed at the option of the Issuer at their principal outstanding amount together with accrued interest (see Condition 3 and Condition 4). Unless previously redeemed, the Class A<sub>1-2007-1</sub> Notes and Class B<sub>2007-1</sub> Notes will mature on 18 October 2019.

The Class A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes represent interests in the same pool of Transferred Receivables (as defined herein), but the Class A<sub>1-2007-1</sub> Notes rank in priority to the Class B<sub>2007-1</sub> Notes in the event of any shortfall in funds available to pay principal or interest on the Offered Notes (as defined herein). No assurance is given as to the amount (if any) of interest or principal on the Class A<sub>1-2007-1</sub> Notes or the Class B<sub>2007-1</sub> Notes which may be actually paid on any given Monthly Payment Date. Each Offered Note of a particular Class will rank *pari passu* and rateably without any preference or priority with the other Offered Notes of the same Class, all as more particularly described in Condition 2.

If any withholding tax or any deduction for or on account of tax is applicable to the Class A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes, payment of interest on, and principal of, the Class A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes will be made subject to any such withholding or deduction without the Issuer being obliged to pay any additional or further amounts as a consequence.

It is expected that the Class A<sub>1-2007-1</sub> Notes will, when issued, be assigned an “Aaa” rating by Moody's Investors Service Limited (“**Moody's**”) and an “AAA” rating by Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. (“**Standard & Poor's**” or “**S&P**”) and, together with Moody's, the “**Rating Agencies**” and each a “**Rating Agency**”) and the Class B<sub>2007-1</sub> Notes will, when issued, be assigned a rating of “Aa3” by Moody's and a rating of “A” by Standard & Poor's. A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the Rating Agencies.

**A discussion of certain factors, which should be considered by prospective holders of the Offered Notes in connection with an investment in the Offered Notes, is set out in section entitled “Risk Factors”.**

**Arrangers, Joint Lead Managers and Joint Bookrunners**



**The date of this Prospectus is 9 October 2007**

## **Responsibility Statements**

*Each of the Management Company and the Depository, in their capacity as founders of the Issuer, accepts responsibility for the information contained in this document (other than the information for which any other entity accepts responsibility below). To the best of the knowledge and belief of the Management Company and the Depository (having taken all reasonable care to ensure such is the case), the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information. The Management Company and the Depository accept responsibility accordingly.*

*The Management Company and the Depository also confirms that, so far as they are aware, all information in this Prospectus that has been sourced from a third party has been accurately reproduced and that, as far as they are aware and have been able to ascertain from information published by the relevant third party, no facts have been omitted which would render such reproduced information inaccurate or misleading. Where third party information is reproduced in this Prospectus, the sources are stated.*

*The Seller accepts responsibility for the information under the sections entitled “DESCRIPTION OF RCI BANQUE AND THE SELLER”, “DESCRIPTION OF THE AUTO LOAN AGREEMENTS AND THE RECEIVABLES”, “DESCRIPTION OF THE MASTER RECEIVABLES TRANSFER AGREEMENT”, “SERVICING OF THE RECEIVABLES”, “STATISTICAL INFORMATION”, “HISTORICAL PERFORMANCE DATA”, “UNDERWRITING AND MANAGEMENT PROCEDURE” and the information in relation to itself under section “CREDIT STRUCTURE” and section “THE OFFERED NOTES” and “WEIGHTED AVERAGE LIVES OF THE OFFERED NOTES”. To the best of the knowledge and belief of the Seller (having taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Seller accepts responsibility accordingly. The Seller accepts no responsibility for any other information contained in this Prospectus and has not separately verified any such other information.*

*Each of the Issuer Account Bank and the Issuer Cash Manager has accepted the responsibility for the information under the section “DESCRIPTION OF THE TRANSACTION PARTIES - The Issuer Account Bank and the Issuer Cash Manager”. To the best of the knowledge and belief of the Issuer Account Bank and the Issuer Cash Manager (having taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Issuer Account Bank and the Issuer Cash Manager accept responsibility accordingly. The Issuer Account Bank and the Issuer Cash Manager accept no responsibility for any other information contained in this document and have not separately verified any such other information.*

*The Issuer Swap Counterparty has accepted responsibility for the information in relation to itself under the sections entitled “DESCRIPTION OF THE ISSUER SWAP AGREEMENT” and “DESCRIPTION OF THE ISSUER SWAP COUNTERPARTIES”. To the best of the knowledge and belief of the Issuer Swap Counterparty (having taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Issuer Swap Counterparty accepts responsibility accordingly. The Issuer Swap Counterparty accepts no responsibility for any other information contained in this document and has not separately verified any such other information.*

*The Issuer Stand-by Swap Provider has accepted responsibility for the information in relation to itself under the Sections entitled “DESCRIPTION OF THE ISSUER SWAP AGREEMENT” and “DESCRIPTION OF THE ISSUER SWAP COUNTERPARTIES”. To the best of the knowledge and belief of the Issuer Stand-by Swap Provider (having taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Issuer Stand-by Swap Provider accepts responsibility accordingly. The Issuer Stand-by Swap Provider accepts no responsibility for any other information contained in this document and has not separately verified any such other information.*

## **Representations about the Offered Notes**

*No person is, or has been, authorised in connection with the issue and sale of the Offered Notes to give information or to make any representation not contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by, or on behalf of, the Management Company, the Depository, the Arrangers, the Joint Lead Managers, the Seller, the Servicer, the Issuer Account Bank, the Issuer Cash Manager, the Paying Agents, the Issuer Swap Counterparty, the Issuer Stand-by Swap Provider or any of their respective affiliates.*

*Neither the delivery of this Prospectus nor any sale or allotment made in connection with the offering of any of the Offered Notes shall under any circumstances constitute a representation or create any implication that there has been no change in the affairs of the Management Company, the Depository, the Arrangers, the Joint Lead Managers, the Seller, the Servicer, the Issuer Account Bank, the Issuer Cash Manager, the Paying Agents, the Issuer Swap Counterparty, the Issuer Stand-by Swap Provider, the Data Trustee or any of their respective affiliates or in the information contained herein since the date hereof, or that the information contained herein is correct as at any time subsequent to the date hereof. The Arrangers, the Joint Lead Managers, the Paying Agents, the Luxembourg Listing Agent, the Data Trustee or any of any of their respective affiliates do not make any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information contained in Prospectus. None of the Arrangers and the Joint Lead Managers, undertakes to review the financial condition or affairs of the Issuer or to advise any investor or potential investor in the Offered Notes of any information coming to the attention of any of the Joint Lead Managers.*

*In connection with the issue and offering of the Offered Notes, no person has been authorised to give any information or to make any representations other than the ones contained in this Prospectus and, if given or made, such information or representations shall not be relied upon as having been authorised by or on behalf of HSBC France, Citigroup Global Markets Limited, EuroTitrisation, RCI Banque, RCI Banque S.A. Niederlassung Deutschland, Société Générale, Société Générale Bank & Trust, WestLB AG and the Data Trustee.*

**THE OFFERED NOTES WILL BE DIRECT AND LIMITED RECOURSE OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE ASSETS OF THE ISSUER TO THE EXTENT DESCRIBED HEREIN. NEITHER THE OFFERED NOTES NOR THE RECEIVABLES WILL BE GUARANTEED BY THE MANAGEMENT COMPANY, THE DEPOSITORY, THE ARRANGERS, THE JOINT LEAD MANAGERS, THE SELLER, THE SERVICER, THE ISSUER ACCOUNT BANK, THE ISSUER CASH MANAGER, THE PAYING AGENTS, THE ISSUER SWAP COUNTERPARTY, THE ISSUER STAND-BY SWAP PROVIDER, THE SERVICER COLLECTION ACCOUNT BANK, THE DATA TRUSTEE OR ANY OF THEIR RESPECTIVE AFFILIATES. SUBJECT TO THE RESPECTIVE POWERS OF THE CLASS A<sub>1-2007-1</sub> NOTEHOLDERS REPRESENTATIVE AND THE CLASS B<sub>2007-1</sub> NOTEHOLDERS REPRESENTATIVE, THE POWERS OF THE GENERAL MEETINGS OF THE CLASS A<sub>1-2007-1</sub> NOTEHOLDERS AND THE GENERAL MEETINGS OF THE CLASS B<sub>2007-1</sub> NOTEHOLDERS, ONLY THE MANAGEMENT COMPANY MAY ENFORCE THE RIGHTS OF THE HOLDERS OF THE OFFERED NOTES AGAINST THIRD PARTIES. NONE OF THE MANAGEMENT COMPANY, THE DEPOSITORY, THE ARRANGERS, THE JOINT LEAD MANAGERS, THE SELLER, THE SERVICER, THE ISSUER ACCOUNT BANK, THE ISSUER CASH MANAGER, THE PAYING AGENTS, THE ISSUER SWAP COUNTERPARTY, THE ISSUER STAND-BY SWAP PROVIDER, THE SERVICER COLLECTION ACCOUNT BANK, THE DATA TRUSTEE NOR ANY OF THEIR RESPECTIVE AFFILIATES SHALL BE LIABLE IF THE ISSUER IS UNABLE TO PAY ANY AMOUNT DUE UNDER THE OFFERED NOTES. THE OBLIGATIONS OF THE MANAGEMENT COMPANY, THE DEPOSITORY, THE ARRANGERS, THE JOINT LEAD MANAGERS, THE SELLER, THE SERVICER, THE ISSUER ACCOUNT BANK, THE ISSUER CASH MANAGER, THE PAYING AGENTS, THE ISSUER SWAP COUNTERPARTY, THE ISSUER STAND-BY SWAP PROVIDER,, THE SERVICER COLLECTION ACCOUNT BANK, THE DATA TRUSTEE OR ANY OF THEIR RESPECTIVE AFFILIATES IN RESPECT OF THE OFFERED NOTES SHALL BE LIMITED**

**TO COMMITMENTS ARISING FROM THE ISSUER TRANSACTION DOCUMENTS (AS DEFINED HEREIN) RELATING TO THE ISSUER, WITHOUT PREJUDICE TO ANY APPLICABLE LAWS AND REGULATIONS.**

**Selling Restrictions**

*This Prospectus does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make an offer, invitation or solicitation in such jurisdiction. No representation is made by the Issuer, the Management Company, the Depository, the Arrangers, the Joint Lead Managers, the Seller, the Servicer, the Issuer Account Bank, the Issuer Cash Manager, the Paying Agents, the Issuer Swap Counterparty, the Issuer Stand-by Swap Provider, the Servicer Collection Account Bank or the Data Trustee that this Prospectus may be lawfully distributed, or that the Offered Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction. No action has been taken under any regulatory or other requirements of any jurisdiction or will be so taken to permit a public offering of the Offered Notes or the distribution of this document in any jurisdiction where action for that purpose is required. Persons into whose possession this document (or any part of it) comes are required by the Issuer and the Joint Lead Managers to inform themselves about, and to observe, any such restrictions. For a further description of certain restrictions on offers and sales of Offered Notes and the distribution of this Prospectus (see "PLAN OF DISTRIBUTION, SELLING AND TRANSFER RESTRICTIONS").*

*The distribution of this Prospectus and the offering or sale of the Offered Notes in certain jurisdictions may be restricted by law. Persons coming into possession of this Prospectus are required to enquire regarding, and comply with, any such restrictions. In accordance with the provisions of Article L. 214-44 of the French Financial and Monetary Code, the Offered Notes issued by the Issuer may not be sold by way of brokerage (démarchage).*

*Other than the approval of this Prospectus by the Commission du Secteur Financier de la Bourse de Luxembourg, no action has been taken to permit a public offering of the Offered Notes or the distribution of this Prospectus in any jurisdiction where action for that purpose is required. Except in the case of the private placement of the Offered Notes with (i) qualified investors as defined by article L. 411-2 and article D. 411-1 of the French Monetary and Financial Code and (ii) investors resident outside France, and except for an application for listing of the Offered Notes on the Luxembourg Stock Exchange, no action has been or will be taken by the Management Company, the Depository and the Joint Lead Managers that would, or would be intended to, permit a public offering of the Offered Notes in any country or any jurisdiction where listing is subject to prior application. Accordingly, the Offered Notes may not be offered or sold, directly or indirectly, and neither this Prospectus nor any other offering material or advertisement in connection with the Offered Notes may be distributed or published in or from any country or jurisdiction, except under circumstances that will result in compliance with any applicable rules and regulations of any such country or jurisdiction.*

*The Offered Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") under applicable U.S. securities laws or under the laws of any jurisdiction. The Offered Notes cannot be offered for subscription or sale in the United States of America or for the benefit of nationals of the United States of America ("**U.S. persons**") as defined in Regulation S of the Securities Act, save under certain circumstances where the contemplated transactions do not require any registration under the Securities Act (see "PLAN OF DISTRIBUTION, SELLING AND TRANSFER RESTRICTIONS - United States of America").*

**Financial Condition of the Issuer**

*This Prospectus should not be construed as a recommendation, invitation or offer by the Issuer, the Management Company, the Depository, the Arrangers, the Joint Lead Managers, the Seller, the Servicer, the Issuer Account Bank, the Issuer Cash Manager, the Paying Agents, the Issuer Swap Counterparty, the Issuer Stand-by Swap Provider, the Servicer Collection Account Bank or the Data Trustee for any recipient of this Prospectus, or of any*

*other information supplied in connection with the issue of the Offered Notes, to purchase any such Offered Notes. In making an investment decision regarding the Offered Notes, prospective investors must rely on their own independent investigation and appraisal of the Issuer and the terms of the offering, including the merits and risks involved. The contents of this Prospectus are not to be construed as legal, business or tax advice. Each prospective investor should consult its own advisers as to legal, tax, financial, credit and related aspects of an investment in the Offered Notes. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Arrangers or the Joint Lead Managers as to the accuracy or completeness of the information contained in this Prospectus or any other information provided in connection with the Offered Notes or their distribution. Each investor contemplating the purchase of any Offered Notes should conduct an independent investigation of the financial condition, and appraisal of the ability of the Issuer to pay its debts, the risks and rewards associated with the Offered Notes and of the tax, accounting and legal consequences of investing in the Offered Notes.*

*None of the Arrangers, the Joint Lead Managers, the Management Company, the Depository, the Seller, the Servicer, the Issuer Account Bank, the Issuer Cash Manager, the Paying Agents, the Issuer Swap Counterparty, the Issuer Stand-by Swap Provider, the Servicer Collection Account Bank or the Data Trustee has not separately verified the information contained in this Prospectus. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Arrangers, the Joint Lead Managers, the Management Company, the Depository, the Arrangers, the Joint Lead Managers, the Seller, the Servicer, the Issuer Account Bank, the Issuer Cash Manager, the Paying Agents, the Issuer Swap Counterparty, the Issuer Stand-by Swap Provider, the Servicer Collection Account Bank or the Data Trustee as to the accuracy or completeness of the information contained in this Prospectus or any other information supplied by the Arrangers, the Joint Lead Managers, the Management Company, the Depository, the Seller, the Servicer, the Issuer Account Bank, the Issuer Cash Manager, the Paying Agents, the Issuer Swap Counterparty, the Issuer Stand-by Swap Provider, the Servicer Collection Account Bank or the Data Trustee in connection with the issue of the Offered Notes.*

*The information set forth herein, to the extent that it comprises a description of certain provisions of the Issuer Transaction Documents, is a summary and is not intended as a full statement of the provisions of such Issuer Transaction Documents.*

#### **Withholding Tax**

***In the event of any withholding tax or deduction in respect of the Offered Notes, payments of principal and interest in respect of the Offered Notes will be made net of such withholding or deduction. Neither the Issuer nor the Paying Agents will be liable to pay any additional amounts outstanding (see "Risk Factors - Special Considerations relating to the Offered Notes - 1. Credit Considerations and Risks relating to the Offered Notes – Withholdings and No Additional Payments").***

#### **Interpretation**

*In this Prospectus, all references in this document to "Euros", or "EUR" or "€" are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community.*

*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.*

#### **Stabilisation**

***In connection with the issue of the Offered Notes, Citigroup Global Markets Limited and HSBC France (in this capacity the "Stabilising Managers", or any person(s) acting on behalf of the Stabilising Managers may over-***

*allot (provided that the aggregate principal amount of the Offered Notes allotted does not exceed 105 per cent. of the aggregate principal amount of the Offered Notes) or effect transactions with a view to supporting the market price of the Offered Notes (or any class of them) at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Managers (or any agent(s) of the Stabilising Managers) will undertake stabilisation action. Any stabilisation action may begin on or after the Issue Date and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the Offered Notes and 60 days after the date of the allotment of the Offered Notes. Any stabilisation action or over-allotment must be conducted by the Stabilising Managers (or any person(s) acting on behalf of any of the Stabilising Managers) in accordance with all applicable laws and rules. Any loss or profit sustained as a consequence of any such over-allotment or stabilisation action shall be for the account of the Stabilising Managers.*

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## **PROCEDURE FOR THE ISSUE AND THE PLACEMENTS OF THE OFFERED NOTES AND PURCHASE OF THE RECEIVABLES AND THE ANCILLARY RIGHTS**

The purpose of this Prospectus is to set out (i) the terms of the assets (*actif*) and liabilities (*passif*) of the Issuer, (ii) the characteristics of the Receivables and their Ancillary Rights which will be purchased by the Issuer from the Seller, (iii) the terms and conditions of the Notes, (iv) the credit enhancement and hedging mechanisms which are set up in relation to the Issuer and (v) the principles of establishment, operation and liquidation of the Issuer.

### **AVAILABLE INFORMATION**

The Issuer is subject to the informational requirements of article L. 214-48 of the French Monetary and Financial Code.

### **ISSUER REGULATIONS**

By subscribing to or purchasing any Offered Notes issued by the Issuer, each holder of such Offered Notes agrees to be bound by the Issuer Regulations entered into between the Depository and the Management Company.

This Prospectus contains the main provisions of the Issuer Regulations. Any person wishing to obtain a copy of the Issuer Regulations, may request a copy from the Management Company as from the date of distribution of this Prospectus. Electronic copies of the Issuer Regulations will be available on the website of the Management Company which provides access to on-line information regarding the Issuer ([www.eurotitrisation.com](http://www.eurotitrisation.com)).

In the event of any inconsistency between the provisions of this Prospectus and the provisions of the Issuer Regulations, the provisions of the Issuer Regulations shall prevail.

### **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 Receivable and reflect significant assumptions and subjective judgments by the Management Company and the Depository that may or may not prove to be correct. Consequently, future results may differ from the Issuer's expectations due to a variety of factors, including (but not limited to) the economic environment and changes in governmental regulations, fiscal policy, planning or tax laws in France or elsewhere. Moreover, past financial performance should not be considered a reliable indicator of future performance and prospective purchasers of the Offered Notes cautioned that any such statements are not guarantees of performance and involve risks and uncertainties, many of which are beyond the control of the Management Company and the Depository. The Arrangers and the Joint Lead Managers have not attempted to verify any such statements, and do not make any representation, express or implied, with respect thereto.

More generally, when issued in this Prospectus, the words "expect(s)", "intend(s)", "will" "may", "anticipate(s)" and similar expressions are intended to identify forward-looking statements. Such statements are subject to certain risks and uncertainties which could cause actual results to differ materially from those projected.

## **DEFINED TERMS**

For the purposes of this Prospectus, capitalised terms will have the meaning assigned to them in Appendix I (Glossary of Defined Terms) of this Prospectus.

## SUMMARY OF THE PRINCIPAL FEATURES OF THE SERIES<sub>2007-1</sub> NOTES

*The following is a summary of the principal features of the issue of the Series<sub>2007-1</sub> Notes. This summary does not contain all of the information that a prospective investor in the Offered Notes will need to consider in making an investment decision and should be read in conjunction with, and is qualified in its entirety by reference to, the more detailed information which appears elsewhere in this Prospectus. Prior to investing in the Offered Notes, prospective investors should carefully read this Prospectus in full, including the information set forth under “Risk Factors” below.*

Class of Notes	Class A <sub>1-2007-1</sub> Notes	Class B <sub>2007-1</sub> Notes	Class C <sub>2007-1</sub> Notes	Class R <sub>2007-1</sub> Notes <sup>(1)(5)</sup>	Class R <sub>2007-2</sub> Notes <sup>(1)(5)</sup>	Class R <sub>2007-3</sub> Notes <sup>(1)(5)</sup>	Class R <sub>2007-4</sub> Notes <sup>(1)(5)</sup>	Class S <sub>2007-1</sub> Notes <sup>(2)</sup>	Class T <sub>2007-1</sub> Notes <sup>(3)</sup>
<b>Initial Principal Amount</b>									
Outstanding .....	€88,500,000	€6,000,000	€5,500,000	€338,000,000	€338,000,000	€337,900,000	€337,900,000	€91,700,000	€84,100,000
Issue Price .....	100%	100%	100%	100%	100%	100%	100%	100%	100%
Interest Rate .....	1 month EURIBOR	1 month EURIBOR	1 month EURIBOR	1 month EURIBOR	1 month EURIBOR	1 month EURIBOR	1 month EURIBOR	1 month EURIBOR	1 month EURIBOR
Margin .....	0.35% p.a.	0.75% p.a.	2.50% p.a.	0.30% p.a.	0.30% p.a.	0.30% p.a.	0.30% p.a.	0.60% p.a.	2.50% p.a.
Frequency of payments of interest.....	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
Frequency of redemption .....	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
Monthly Payment Dates (subject to adjustment for non-business days).....	18 <sup>th</sup> in each month in each year	18 <sup>th</sup> in each month in each year	18 <sup>th</sup> in each month in each year	18 <sup>th</sup> in each month in each year	18 <sup>th</sup> in each month in each year	18 <sup>th</sup> in each month in each year	18 <sup>th</sup> in each month in each year	18 <sup>th</sup> in each month in each year	18 <sup>th</sup> in each month in each year
First Monthly Payment Date..	18 November 2007	18 November 2007	18 November 2007	18 November 2007	18 November 2007	18 November 2007	18 November 2007	18 November 2007	18 November 2007
Interest Accrual Method .....	Actual/360	Actual/360	Actual/360	Actual/360	Actual/360	Actual/360	Actual/360	Actual/360	Actual/360
Normal Amortisation Starting Date <sup>(8)</sup> .....	18 October 2008	18 October 2008	18 October 2008	NA	NA	NA	NA	NA	NA
Expected Maturity Date <sup>(7)</sup> .....	18 October 2008	18 October 2008	18 October 2008	18 November 2007	18 December 2007	18 January 2008	18 February 2008	18 November 2007	18 November 2007
Legal Maturity Date.....	18 October 2019	18 October 2019	18 October 2019	18 October 2026	18 October 2026	18 October 2026	18 October 2026	18 October 2026	18 October 2026
Initial Denomination .....	€100,000	€100,000	€100,000	€100,000	€100,000	€100,000	€100,000	€100,000	€100,000
Credit Enhancement (provided by other Classes of Notes subordinated to the relevant Class) <sup>(4)</sup>	Subordination of Class B Notes and Class S Notes <sup>(2)</sup> , Class C Notes, Class T Notes <sup>(3)</sup> and Class D Notes	Subordination of Class C Notes and Class T Notes <sup>(3)</sup> , and Class D Notes <sup>(4)</sup>	Subordination of Class D Notes <sup>(4)</sup>	Subordination of Class B Notes and Class S Notes <sup>(2)</sup> , Class C Notes and Class T Notes <sup>(3)</sup> and Class D Notes	Subordination of Class B Notes and Class S Notes <sup>(2)</sup> , Class C Notes and Class T Notes <sup>(3)</sup> and Class D Notes	Subordination of Class B Notes and Class S Notes <sup>(2)</sup> , Class C Notes and Class T Notes <sup>(3)</sup> and Class D Notes	Subordination of Class B Notes and Class S Notes <sup>(2)</sup> , Class C Notes and Class T Notes <sup>(3)</sup> and Class D Notes	Subordination of Class C Notes and Class T Notes <sup>(3)</sup> , Notes <sup>(4)</sup>	Subordination of Class D Notes <sup>(4)</sup>
Ratings of Moody's	Aaa	Aa3	N/A	Aaa	Aaa	Aaa	Aaa	Aa3	N/A
Ratings of S&P .....	AAA	A	N/A	AAA	AAA	AAA	AAA	A	N/A
Form at issue.....	Bearer	Bearer	Registered	Bearer	Bearer	Bearer	Bearer	Registered	Registered
Listing.....	Luxembourg Stock Exchange	Luxembourg Stock Exchange	N/A	Luxembourg Stock Exchange	Luxembourg Stock Exchange	Luxembourg Stock Exchange	Luxembourg Stock Exchange	N/A	N/A
Clearing.....	Euroclear and Clearstream, Luxembourg	Euroclear and Clearstream, Luxembourg	N/A	Euroclear and Clearstream, Luxembourg	Euroclear and Clearstream, Luxembourg	Euroclear and Clearstream, Luxembourg	Euroclear and Clearstream, Luxembourg	N/A	N/A

Class of Notes	Class A <sub>1-2007-1</sub> Notes	Class B <sub>2007-1</sub> Notes	Class C <sub>2007-1</sub> Notes	Class R <sub>2007-1</sub> Notes <sup>(1)(5)</sup>	Class R <sub>2007-2</sub> Notes <sup>(1)(5)</sup>	Class R <sub>2007-3</sub> Notes <sup>(1)(5)</sup>	Class R <sub>2007-4</sub> Notes <sup>(1)(5)</sup>	Class S <sub>2007-1</sub> Notes <sup>(2)</sup>	Class T <sub>2007-1</sub> Notes <sup>(3)</sup>
Common Code .....	032329136	032329373	N/A	032332951	032333010	032333192	032333486	N/A	N/A
ISIN.....	FR0010525022	FR0010525030	N/A	FR0010525048	FR0010525055	FR0010525063	FR0010525071	N/A	N/A

(1) The Class R Notes are *pari passu* with the Class A Notes.

(2) The Class S Notes are *pari passu* with the Class B Notes.

(3) The Class T Notes are *pari passu* with the Class C Notes.

(4) No Class D Notes will be issued on the Issuer Establishment Date. Class D Notes may be issued on any Monthly Payment Date in accordance with the terms of the Issuer Regulations (see “Operation of the Issuer” herein).

(5) The Class R Notes shall be issued in accordance with the Class R Notes Issuance Programme dated 9 October 2007.

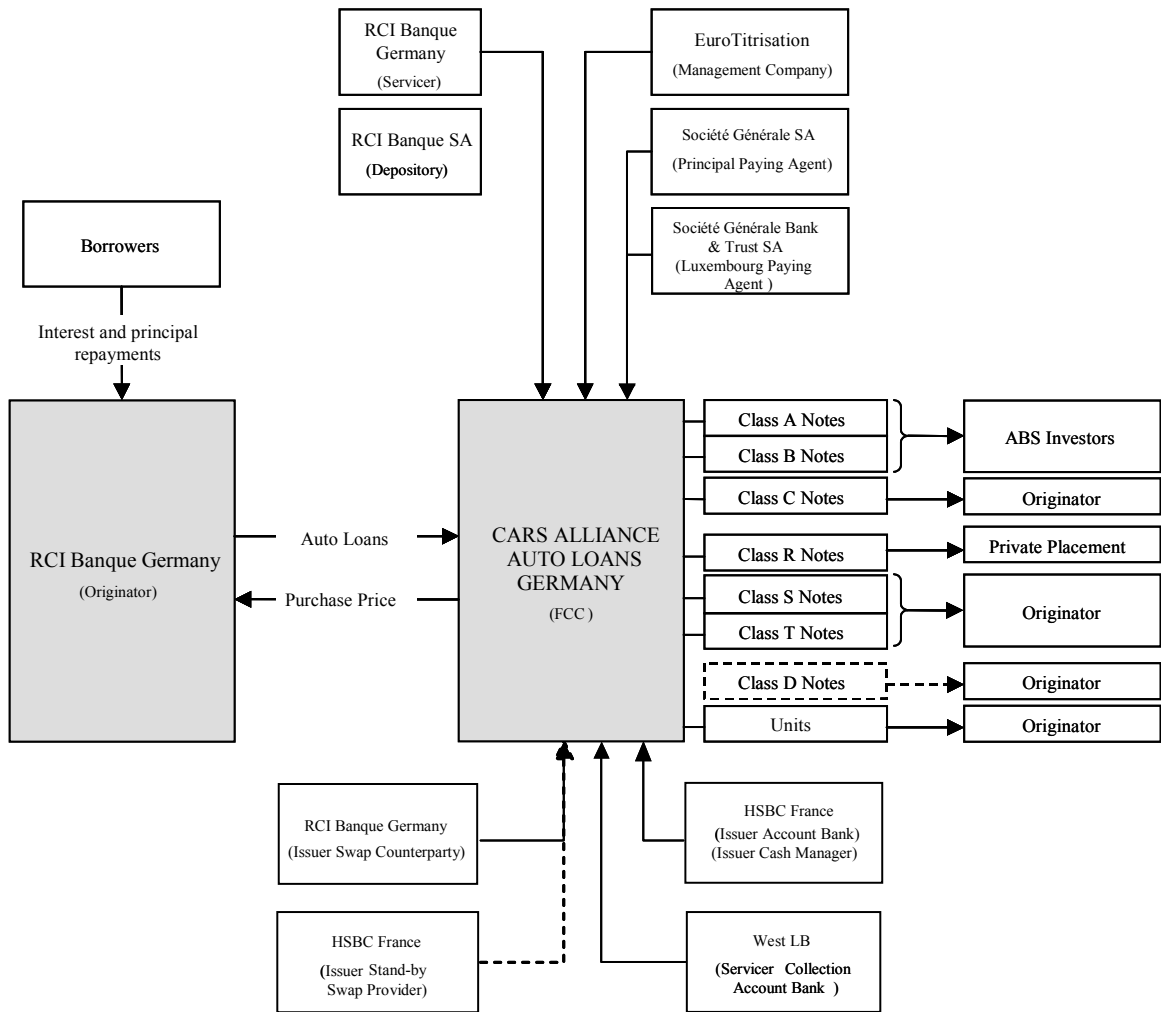
(6) Amortisation of the Notes in accordance with the Priority of Payments.

(7) The assumptions for the estimations of the expected maturity date are detailed in section “Weighted Average Lives of the Offered Notes”. Please refer also to paragraphs 1.9 and 1.10 of section “Risk Factors”.

(8) If no Partial Amortisation Event, nor any Accelerated Amortisation Event have occurred.



**DIAGRAMMATIC OVERVIEW OF THE TRANSACTION**



In the diagram above, RCI Banque Germany means RCI Banque SA, Niederlassung Deutschland.

## SUMMARY OF THE TRANSACTION

### Summary of the Prospectus, General Description of the Issuer, the Offered Notes and the Issuer Transaction Documents

*This summary is a general description of the transaction and must be read as an introduction to this Prospectus and any decision to invest in the Offered Notes should be based on a consideration of the Prospectus as a whole. The following section highlights selected information contained in this Prospectus relating to the Issuer, the issue and offering of the Offered Notes, the legal and financial terms of the Offered Notes, the Receivables and the Issuer Transaction Documents. It should be considered by potential investors, subscribers and Offered Noteholders by reference to the more detailed information appearing elsewhere in this Prospectus.*

*Pursuant to Article L. 412-1-I of the French Monetary and Financial Code, no civil liability will be attached to the Management Company and the Depository in any Member State of the European Union solely on the basis of this summary, including any translation hereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Prospectus. Where a claim relating to the information contained in the Prospectus is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Prospectus before the legal proceedings are initiated. Following the implementation of the relevant provisions of Directive 2003/71/EC (the "Prospectus Directive") in each Member State of the European Economic Area no civil liability will attach to the Persons Responsible for the Information given in the Prospectus in any such Member State solely on the basis of the summary, including any translation thereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Prospectus.*

*Words or expressions beginning with capital letters shall have the meanings given in the glossary in Appendix I of this Prospectus.*

### Summary of the Transaction

#### The Issuer

"CARS ALLIANCE AUTO LOANS GERMANY", a French *fonds commun de créances* (the "**Issuer**"), governed by the provisions of articles L. 214-43 to L. 214-49 and articles R. 214-92 to R. 214-115 of the French Monetary and Financial Code and the Issuer Regulations dated 28 September 2007 made between the Management Company and the Depository, the purpose of which is to purchase from RCI Banque S.A., Niederlassung Deutschland, the German branch of RCI Banque (the "**Seller**") portfolios of German retail auto loan receivables (the "**Receivables**") arising from fixed rate auto loan agreements governed by German law (the "**Auto Loan Agreements**") granted by the Seller to certain Borrowers (as defined below) in order to finance the purchase of either new cars produced under the brands of the Renault Group and/or Nissan or used cars produced by any car manufacturers and sold by certain cars dealers in the commercial networks of Renault Group and/or Nissan in Germany and (ii) to issue the Notes (as defined below) and the Units. The Issuer is jointly established by the Management Company and the Depository (see "DESCRIPTION OF THE ISSUER") on 9 October 2007 (the "**Issuer Establishment Date**").

In accordance with article L. 214-43-1 of the French Monetary and Financial Code, the Issuer is a joint ownership entity (*co-propriété*) of assets having the form of

	<p>receivables. In accordance with article L. 214-43-3° of the French Monetary and Financial Code, the Issuer does not have a legal personality (<i>personnalité morale</i>).</p> <p>The Issuer is neither subject to the provisions of the French Commercial Code relating to insolvency and bankruptcy proceedings applicable to companies, nor to the provisions of the French Monetary and Financial Code relating to credit institutions (<i>établissements de crédit</i>), investment companies (<i>entreprises d'investissement</i>) or investment funds (<i>organismes de placement collectif en valeurs mobilières</i>) (see “DESCRIPTION OF THE ISSUER”).</p>
<b>The Management Strategy of the Issuer</b>	<p>In accordance with article R. 214-92 of the French Monetary and Financial Code and pursuant to the terms of the Issuer Regulations, the management strategy of the Issuer is (i) to purchase from time to time from the Seller portfolios of fixed rate retail auto loan receivables (the “<b>Eligible Receivables</b>”) arising from Auto Loan Agreements governed by German law plus Supplementary Services (as the case may be) granted by the Seller to Borrowers in order to finance the purchase of Vehicles and (ii) to issue Notes and Units.</p>
<b>Management Company</b>	<p>EuroTitrisation, a <i>société anonyme</i> incorporated under, and governed by, the laws of France, licensed by, and subject to the supervision and regulation of, the <i>Autorité des Marchés Financiers</i>, as a <i>société de gestion de fonds communs de créances</i> (a management company of debt mutual funds), whose registered office is at 20, rue Chauchat, 75009 Paris (France) (see “DESCRIPTION OF THE TRANSACTION PARTIES – The Management Company”).</p>
<b>Depository</b>	<p>RCI Banque, a <i>société anonyme</i> incorporated under, and governed by, the laws of France, whose registered office is at 14, avenue du Pavé Neuf, 93160 Noisy-le-Grand (France), licensed as an <i>établissement de crédit</i> (credit institution) by the CECEI under the French Monetary and Financial Code. (see “DESCRIPTION OF THE TRANSACTION PARTIES – The Depository”).</p>
<b>Seller</b>	<p>RCI Banque S.A. Niederlassung Deutschland, whose registered office is Jagenbergstr. 1, 41468 Neuss (Germany), the German branch of RCI Banque, which is licensed as an <i>établissement de crédit</i> (credit institution) by the <i>Comité des Etablissements de Crédit et des Entreprises d'Investissement</i> (the “<b>CECEI</b>”) under the French Monetary and Financial Code and which has been notified by the CECEI to the <i>Bundesanstalt für Finanzdienstleistungsaufsicht</i> (the “<b>BAFin</b>”) under section 53b of the German Banking Act (<i>Kreditwesengesetz</i>) and is admitted to conduct banking activities under the German Banking Act.</p>
<b>Servicer</b>	<p>RCI Banque S.A., Niederlassung Deutschland has been appointed by the Management Company and the Depository as servicer of the Transferred Receivables (the “<b>Servicer</b>”) pursuant to Article L. 214-46 of the French Monetary and Financial Code and the terms of the Servicing Agreement.</p>
<b>Issuer Account Bank</b>	<p>HSBC France, a <i>société anonyme</i> incorporated under, and governed by, the laws of France, whose registered office is at 103, avenue des Champs Elysées, 75419 Paris Cedex 08 (France), licensed as an <i>établissement de crédit</i> (a credit institution) by the CECEI under the French Monetary and Financial Code. The Issuer Account Bank has been appointed by the Management Company and Depository for the opening</p>

	<p>and the operation of the Issuer Bank Accounts according to the terms of the Account and Cash Management Agreement.</p> <p>For further details, see “GENERAL DESCRIPTION OF THE ISSUER – The Issuer Account Bank and Issuer Cash Manager”.</p>
<b>Issuer Cash Manager</b>	<p>HSBC France, a <i>société anonyme</i> incorporated under, and governed by, the laws of France, whose registered office is at 103, avenue des Champs Elysées, 75419 Paris Cedex 08 (France), licensed as an <i>établissement de crédit</i> (a credit institution) by the CECEI under the French Monetary and Financial Code. The Issuer Cash Manager has been appointed by the Management Company for the management and investment of the Issuer Available Cash.</p> <p>For further details, see “GENERAL DESCRIPTION OF THE ISSUER – The Issuer Account Bank and Issuer Cash Manager”.</p>
<b>Issuer Swap Counterparty</b>	<p>RCI Banque S.A., Niederlassung Deutschland, whose registered office is Jagenbergstr. 1, 41468 Neuss (Germany), is the German branch of RCI Banque, which is the German branch of RCI Banque S.A. (see “DESCRIPTION OF TRANSACTION PARTIES - The Issuer Swap counterparty”).</p>
<b>Issuer Stand-by Swap Provider</b>	<p>HSBC France, a <i>société anonyme</i> incorporated under, and governed by, the laws of France, whose registered office is at 103, avenue des Champs Elysées, 75419 Paris Cedex 08 (France), licensed as an <i>établissement de crédit</i> (a credit institution) by the CECEI under the French Monetary and Financial Code.</p> <p>The Issuer Stand-by Swap Provider has undertaken to pay to the Issuer any amount due and unpaid by the Issuer Swap Counterparty. Under certain circumstances, the Issuer Stand-by Swap Provider will step into the obligations of the Issuer Swap Counterparty in accordance with and subject to the provisions of the Issuer Swap Agreement.</p> <p>For further details, see sections “CREDIT STRUCTURE – Hedging Mechanisms” and “DESCRIPTION OF TRANSACTION PARTIES - The Issuer Stand-by Swap Provider”.</p>
<b>Issuer Novated Swap Counterparty</b>	<p>HSBC France, if it has stepped into the obligations of the Issuer Swap Counterparty in accordance with and subject to the provisions of the Issuer Swap Agreement.</p>
<b>Principal Paying Agent</b>	<p>Société Générale, a <i>société anonyme</i> incorporated under, and governed by, the laws of France, whose registered office is at 29 boulevard Haussmann, 75008 Paris (France).</p>
<b>Luxembourg Paying Agent</b>	<p>Société Générale Bank &amp; Trust, a <i>société anonyme</i> incorporated under, and governed by, the laws of Luxembourg, whose registered office is at 11 avenue Emile Reuter, L2420 Luxembourg, BP 1271 (Grand Duchy of Luxembourg).</p>
<b>Listing Agent</b>	<p>Société Générale Bank &amp; Trust, a <i>société anonyme</i> incorporated under, and governed by, the laws of Luxembourg, whose registered office is at 11 avenue Emile Reuter, L2420 Luxembourg, BP 1271 (Grand Duchy of Luxembourg).</p>

**The Receivables**

The Receivables are euro-denominated monetary obligations of the Borrowers, arising from Auto Loan Agreements for the purpose of the acquisition of New Cars or Used Cars.

The Auto Loan Agreements which give rise to the Receivables to be acquired by the Issuer will have been entered into on the basis of the standard terms and conditions of the Seller set out in each Auto Loan Agreement for a fixed term. At the date of purchase, all Receivables to be acquired by the Issuer will be required under the Eligibility Criteria to have a remaining term to maturity of no more than 84 months from the Cut-Off Date preceding the relevant Transfer Date. A Borrower may prepay an Auto Loan in whole or in part on any date prior to its scheduled maturity.

Under the standard terms and conditions of the Seller, an Auto Loan may be structured as (i) a loan amortising on the basis of fixed monthly Instalments of equal amounts throughout the term of the Auto Loan, up and including maturity, or as (ii) a loan with a balloon payment, amortising on the basis of equal monthly Instalments, but with a substantial portion of the outstanding principal under the loan being repaid in a single “bullet” payment at maturity.

**Ancillary Rights attached to the Receivables**

The Ancillary Rights securing a Receivable, as applicable, are:

- (a) transfer of (security) title (*Sicherungsübereignung*) to the Vehicle for any claims owed under the relevant Auto Loan Agreement by the relevant Borrower;
- (b) an assignment by way of security (*Sicherungsabtretung*) of (i) claims against property insurers (*Kaskoversicherung*) taken with respect to the relevant specified Vehicles and (ii) damage compensation claims based on contracts and torts against the respective Borrowers or against third parties (including insurers) due to damage to, or loss of, the Vehicle (if any);
- (c) an assignment by way of security (*Sicherungsabtretung*) of salary claims, present and future, as well as claims, present and future, under an accident insurance and a pension insurance to the extent such claims are subject to execution (if any);
- (d) an assignment by way of security (*Sicherungsabtretung*) of any claims under further guarantees, Insurance Policies, other claims against insurance companies (to the extent not covered by (b) above) or other third persons assigned to the Seller in accordance with the relevant Auto Loan Agreement and any other agreements or arrangements of whatever character from time to time supporting or securing payment of the relevant Receivable (if any);
- (e) an assignment of all other existing and future claims and rights under, pursuant to, or in connection with the relevant Receivable and the underlying Auto Loan Agreement, including, but not limited to:
  - (i) other related ancillary rights and claims, including but not limited to, independent unilateral rights (*selbständige Gestaltungsrechte*) as well as dependent unilateral rights (*unselbständige Gestaltungsrechte*) by the exercise of which the relevant Auto Loan

Agreement is altered, in particular the right of termination (*Recht zur Kündigung*), if any, and the right of rescission (*Recht zum Rücktritt*), but which are not of a personal nature (without prejudice to the assignment of ancillary rights and claims pursuant to Section 401 of the German Civil Code);

- (ii) all claims of the Seller against a Borrower pursuant to the general terms and conditions of the Seller;
  - (iii) claims for the provision of collateral;
  - (iv) indemnity claims for non-performance;
  - (v) restitution claims (*Bereicherungsansprüche*) against the relevant Borrower in the event the underlying Auto Loan Agreement is void; and
  - (vi) all other payment claims under a relevant Auto Loan Agreement against a relevant Borrower;
- (f) an assignment of any subsidised interest payment claims of the Seller against Renault Group or Nissan Group, as applicable, in connection with subsidised Auto Loans.

**Acquisition of Eligible Receivables**

On or before the Closing Date, the Seller, the Depository and the Management Company, acting for and on behalf of the Issuer, have entered into the Master Receivables Transfer Agreement, pursuant to Article L. 214-43 of the French Monetary and Financial Code pursuant to which the Issuer will acquire Eligible Receivables from the Seller. The transfer of the Eligible Receivables will be governed by French and German law.

During the Replenishment Period, the Seller will offer to sell all of its Eligible Receivables to the Issuer. Transfer Offers may be made to sell and assign Eligible Receivables and the Ancillary Rights on any Transfer Date subject to the detailed terms and conditions applicable to Transfer Offers specified in the Master Receivables Transfer Agreement. The Issuer may accept all such Transfer Offers, subject to certain conditions being satisfied. Each Transfer Offer and any acceptance thereof will be governed by French and German law.

**The Replenishment Period**

The Replenishment Period is the period during which the Issuer shall be entitled to acquire further Eligible Receivables from the Seller and to issue Notes, in accordance with the provisions of the Issuer Regulations and the Master Receivables Transfer Agreement. The Replenishment Period shall take effect from (and excluding) the Issuer Establishment Date, to (but including) the earliest of the following dates:

- (a) the Cut-Off Date relating to the Monthly Payment Date falling in October 2015 (as such date may be further amended upon common agreement of all the parties to the Issuer Transaction Documents subject to the confirmation by the Rating Agencies of the then current rating of the Notes issued by the Issuer);
- (b) the Cut-Off Date preceding the Reference Period relating to the Monthly

Payment Date following the date of occurrence of a Replenishment Termination Event.

The Replenishment Period shall comprise the following periods:

- (i) the Revolving Period; and
- (ii) all or part of the Amortisation Period.

Upon the termination of the Replenishment Period, the Issuer shall not be entitled to purchase any further Eligible Receivables.

**Purchase Price of the Receivables**

Upon acceptance of a Transfer Offer, the transfer of the Eligible Receivables from the Seller to the Issuer will be legally effective as between the Issuer and the Seller and be enforceable against third parties from (and including) the relevant Transfer Date; however, the Issuer will be entitled to the Collections under such Transferred Receivables from the relevant Transfer Effective Date.

The purchase price payable by the Issuer to the Seller for the Eligible Receivables on the Closing Date will be equal to €1,627,524,906.04. The Receivables will be purchased at par, payable no later than close of business on the Closing Date. The purchase price for any further Eligible Receivables to be transferred to the Issuer on any subsequent Transfer Date will be equal to the Principal Outstanding Balance of such Eligible Receivables as of the Cut-Off Date relating to the relevant Transfer Date, and will be payable on such Transfer Date.

The Seller will, as of the Closing Date, give certain representations and warranties under the Master Receivables Transfer Agreement in favour of the Issuer in relation to the Eligible Receivables on the Closing Date.

In addition, the Seller will, as of the Cut-Off Date relating to their respective Transfer Dates, give equivalent representations and warranties in favour of the Issuer on each occasion on which further Eligible Receivables are purchased. The Master Receivables Transfer Agreement also provides for certain remedies available to the Issuer in respect of breaches of representation and warranty by the Seller.

**The Assets of the Issuer**

Pursuant to the Issuer Regulations and the other relevant Issuer Transaction Documents, the Assets of the Issuer consist of (i) the Receivables and their Ancillary Rights purchased by the Issuer on each Monthly Payment Dates under the terms of the Master Receivables Purchase Agreement, (ii) payments of principal, interest, prepayments, late penalties (if any) and any other amounts received in respect of the Receivables purchased by the Issuer, (iii) the sums standing on the Issuer Bank Accounts, (iv) the swap net payments under the Issuer Swap Agreement, to be received, as the case may be, under the Interest Rate Swap Agreement and (v) any other rights transferred to the Issuer under the terms of the Issuer Transaction Documents (see “DESCRIPTION OF THE ASSETS OF THE ISSUER”).

**Servicing of the Receivables**

Pursuant to Article L. 214-46 of the French Monetary and Financial Code, the Servicing Agreement, the Servicer shall collect all amounts due to the Issuer in respect of the Transferred Receivables, administers the Auto Loan Agreements, and preserves and enforces all of the Issuer rights relating to the Transferred Receivables. The Servicer shall prepare and submit monthly reports in respect of the

performance of the Transferred Receivables in the form set out in the Servicing Agreement.

In return for the services provided under the Servicing Agreement, the Issuer, subject to the Priority of Payments, pays to the Servicer on each Monthly Payment Date a fee in arrears which is calculated on the basis of an amount equal to 0.50 per cent. per annum of the Principal Outstanding Balance of the Transferred Receivables as of the Cut-Off Date relating to that Monthly Payment Date, inclusive of VAT.

**Collections**

Subject to and in accordance with the provisions of the Servicing Agreement, the Servicer shall, in an efficient and timely manner, collect, transfer and deposit to the Servicer Collection Account all Collections received from each Borrower in respect of the Transferred Receivables. The Servicer shall also transfer from the Servicer Collection Account to the General Collection Account, no later than 3.00 p.m. on each Business Day, all the Collections received from each Borrower in respect of the Transferred Receivables.

**Specially Dedicated Bank Account**

In accordance with Articles L. 214-46 and Article R. 214-110 of the French Monetary and Financial Code, the Management Company, the Depository, the Servicer and WestLB AG (a German public stock corporation (*Aktiengesellschaft*) which is registered under HRB 42975 in the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Düsseldorf and under HRB 4600 in the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Münster, whose registered office is at Herzogstr. 15, 40217 Düsseldorf, Germany) (“**WestLB**” or the “**Servicer Collection Account Bank**”) will enter into a specially dedicated bank account agreement on or before the Closing Date (the “**Specially Dedicated Account Agreement**”) pursuant to which the Servicer Collection Account, on which the Collections are received from the Borrowers by way of wire transfer or direct debits, is identified and operates as a specially dedicated bank account (the “**Specially Dedicated Bank Account**”).

Pursuant to Article L. 214-46 of the French Monetary and Financial Code, the creditors of the Servicer will not be entitled to make any claim as to the Collections credited to the balance of the Specially Dedicated Bank Account, including if the Servicer becomes subject to bankruptcy proceedings (*procédure de redressement judiciaire ou de liquidation judiciaires*) (see “SERVICING OF THE RECEIVABLES – Specially Dedicated Bank Account”).

**German Account Pledge Agreement**

Under the terms of the German Account Pledge Agreement, in order to secure all claims arising under or in connection with all claims arising under the Master Receivables Transfer Agreement and the Servicing Agreement, the Seller (as pledgor) has pledged to the Issuer all its present and future claims which it has against WestLB (as account bank) in respect of the Servicer Collection Account maintained with WestLB and any sub-accounts thereof, in particular, but not limited to, all claims for cash deposits and credit balances (*Guthaben und positive Salden*) and all claims for interest.



**Priority of Payments**

Pursuant to the Issuer Regulations and the other relevant Issuer Transaction Documents, the Management Company shall give instructions to the Depository, the Issuer Account Bank and the Issuer Cash Manager to ensure that during the Normal Redemption Period or the Accelerated Redemption Period the relevant order of priority (the “**Priority of Payments**”) shall be carried out on a due and timely basis in relation to payments of expenses, principal, interest and any other amounts then due, to the extent of the available funds at the relevant date of payment (see “DESCRIPTION OF THE OFFERED NOTES”).

**Issuer Liquidation Events and Offer to Repurchase**

Unless any of the Accelerated Amortisation Redemption Events or any of the events referred to below (the “**Issuer Liquidation Events**”) has occurred, the Issuer will be liquidated six months after the extinguishment (*extinction*) of the last Receivable purchased by the Issuer (the “**Issuer Liquidation Date**”).

In accordance with article R. 214-107 of the French Monetary and Financial Code and pursuant to the Issuer Regulations, the Issuer Liquidation Events are the following:

- (a) the liquidation of the Issuer is in the interest of the Unitholders and Noteholders;
- (b) the aggregate Principal Outstanding Balance of the unmatured Transferred Receivables (*créances non échues*) transferred to the Issuer falls below ten per cent of the maximum aggregate Principal Outstanding Balance of the unmatured Transferred Receivables acquired by the Issuer since the Issuer Establishment Date;
- (c) all of the Notes and the Units issued by the Issuer are held by a single holder (not being the Seller) and the liquidation is requested by such holder; or
- (d) all of the Notes and Units issued by the Issuer are held by the Seller and the liquidation is requested by it.

The Management Company shall, if an Issuer Liquidation Event has occurred, and subject to other conditions, propose to the Seller to repurchase in whole (but not in part) all of the outstanding Transferred Receivables (together with any related Ancillary Right) within a single transaction, for a repurchase price determined by the Management Company. Such repurchase price will take into account the expected net amount payable in respect of the outstanding Transferred Receivables, together with any interest accrued thereon and the unallocated credit balance of the Issuer Bank Accounts (other than the Additional Income Account and the Commingling Reserve Account), provided that such repurchase price shall be sufficient to allow the Management Company to pay in full all amounts of principal and interest of any nature whatsoever, due and payable in respect of the outstanding Notes after the payment of all liabilities of the Issuer ranking *pari passu* with or in priority to those amounts in the relevant Priority of Payments. The Seller may choose to reject the Management Company’s offer, in which case the Management Company will use its best endeavours to assign the outstanding Transferred Receivables to a credit institution or any other entity authorised by applicable law and regulations to acquire the Transferred Receivables under similar terms and

conditions. Any proceeds of liquidation of the Issuer shall be applied in accordance with the relevant Priority of Payments (see “DISSOLUTION AND LIQUIDATION OF THE ISSUER”).

<b>The Offering</b>	
<b>Description</b>	<p>On the Issue Date, the Issuer shall issue the Notes of the Series<sub>2007-1</sub>: the Class A<sub>1-2007-1</sub> Notes, the Class B<sub>2007-1</sub> Notes, the Class C<sub>2007-1</sub>, the Class R<sub>2007-1</sub> Notes, the Class R<sub>2007-2</sub>, the Class R<sub>2007-3</sub>, the Class R<sub>2007-4</sub>, the Class S<sub>2007-1</sub> and the Class T<sub>2007-1</sub> Notes and the Units. The A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes are the Offered Notes. The Class C<sub>2007-1</sub>, the Class R<sub>2007-1</sub>, the Class R<sub>2007-2</sub>, the Class R<sub>2007-3</sub>, the Class R<sub>2007-4</sub>, the Class S<sub>2007-1</sub> Notes, the Class T<sub>2007-1</sub> Notes and the Units are not the subject of the offering made in accordance with this Prospectus (see “DESCRIPTION OF THE OFFERED NOTES” and “PLAN OF DISTRIBUTION, SELLING AND TRANSFER RESTRICTIONS”).</p>
<b>Form and Denomination of the Offered Notes</b>	<p><b><i>Class A<sub>1-2007-1</sub> Notes</i></b></p> <p>The EUR 88,500,000 Class A<sub>1-2007-1</sub> Asset Backed Floating Rate Notes due 18 October 2019 (the “<b>Class A<sub>1-2007-1</sub> Notes</b>”) to be issued by the Issuer on the Issue Date at a price of 100 per cent. of their initial principal amount (the “<b>Class A<sub>1-2007-1</sub> Initial Principal Amount</b>”) (see “TERMS AND CONDITIONS OF THE CLASS A<sub>1-2007-1</sub> NOTES”).</p> <p>The Class A<sub>1-2007-1</sub> Notes will be issued in bearer dematerialised form. Title to the Class A<sub>1-2007-1</sub> Notes will be evidenced in accordance with article L.211-4 of the French Monetary and Financial Code by book-entries (<i>inscriptions en compte</i>). No physical document of title (including <i>certificats représentatifs</i> pursuant to Article R. 211-7 of French Monetary and Financial Code) will be issued in respect of the Class A<sub>1-2007-1</sub> Notes.</p> <p><b><i>Class B<sub>2007-1</sub> Notes</i></b></p> <p>The EUR 6,000,000 Class B<sub>2007-1</sub> Asset Backed Floating Rate Notes due 18 October 2019 (the “<b>Class B<sub>2007-1</sub> Notes</b>”) to be issued by the Issuer on the Issue Date at a price of 100 per cent. of their initial principal amount (the “<b>Class B<sub>2007-1</sub> Initial Principal Amount</b>”) (see “TERMS AND CONDITIONS OF THE CLASS B<sub>2007-1</sub> NOTES”).</p> <p>The Class B<sub>2007-1</sub> Notes will be issued in bearer dematerialised form. Title to the Class B<sub>2007-1</sub> Notes will be evidenced in accordance with article L.211-4 of the French Monetary and Financial Code by book-entries (<i>inscriptions en compte</i>). No physical document of title (including <i>certificats représentatifs</i> pursuant to Article R. 211-7 of French Monetary and Financial Code) will be issued in respect of the Class B<sub>2007-1</sub> Notes.</p>
<b>Status and Ranking</b>	<p>The Offered Notes of each Class rank <i>pari passu</i> without any preference or priority among Offered Notes of the same Class.</p>
<b>Proceeds of the Offered Notes</b>	<p>EUR 94,500,000.</p>

<b>Proceeds of the Series<sub>2007-1</sub> Notes</b>	EUR 1,627,600,000.
<b>Issue Date</b>	On or about 9 October 2007.
<b>Use of Proceeds</b>	The proceeds of the issue of the Series <sub>2007-1</sub> Notes shall be applied by the Management Company, acting for and on behalf of the Issuer, to fund the purchase price of the Receivables and the related Ancillary Rights on the Issuer Establishment Date to be paid to the Seller in accordance with, and subject to, the terms of the Master Receivables Transfer Agreement.
<b>Rate of Interest</b>	<p>The rate of interest in respect of the Class A<sub>1-2007-1</sub> Notes (the “<b>Class A<sub>1-2007-1</sub> Interest Rate</b>”) and in respect of the Class B<sub>2007-1</sub> Notes (the “<b>Class B<sub>2007-1</sub> Interest Rate</b>”) shall be determined by the Management Company on each Interest Determination Date in respect of each Interest Period. Except for the first Interest Period, the Class A<sub>1-2007-1</sub> Interest Rate and the Class B<sub>2007-1</sub> Interest Rate shall each be equal to (i) the aggregate of relevant Euribor Rate plus (ii) the relevant margin (the “<b>Relevant Margin</b>”).</p> <p><i><b>Class A<sub>1-2007-1</sub> Notes</b></i></p> <p>The Class A<sub>1-2007-1</sub> Notes bear interest on their Class A<sub>1-2007-1</sub> Outstanding Amount at an annual interest rate equal to the aggregate of Euribor for one (1) month euro deposits plus a Relevant Margin of 0.35 per cent.</p> <p><i><b>Class B<sub>2007-1</sub> Notes</b></i></p> <p>The Class B<sub>2007-1</sub> Notes bear interest on their Class B<sub>2007-1</sub> Outstanding Amount at an annual interest rate equal to the aggregate of Euribor for one (1) month euro deposits plus a Relevant Margin of 0.75 per cent.</p>
<b>Day Count Fraction</b>	Actual/360.
<b>Monthly Payment Dates</b>	<p>Payments of interest shall be made in Euros quarterly in arrear on the 18<sup>th</sup> day of each month (each such date being a “<b>Monthly Payment Date</b>”) (subject to adjustment for non Business Days) until the earlier of (x) the date on which the principal amount outstanding of the Offered Notes is reduced to zero, and (y) the Legal Maturity Date. The first Monthly Payment Date after the Issue Date is 18 November 2007.</p> <p>A “<b>Business Day</b>” means a day (other than a Saturday or a Sunday) upon which commercial banks are open for Euro payments in Paris, Dusseldorf and Luxembourg and which is a TARGET Business Day.</p>
<b>Business Day Convention</b>	Modified Following Business Day Convention.
<b>Final Maturity Date</b>	Unless previously redeemed in full, the Offered Notes will be redeemed at their Principal Amount Outstanding on the Monthly Payment Date falling on 18 October 2019 (the “ <b>Legal Maturity Date</b> ”), or if such day is not a Business Day, on the next succeeding Business Day.

**Redemption of the Offered Notes*****General***

The redemption in whole or in part of any amount of principal in respect of the Offered Notes is subject to the provisions of the Issuer Regulations, and in particular to the relevant Priority of Payments.

***Revolving Period***

Subject to the occurrence of a Partial Amortisation Event, no repayment of principal will be made on the Class A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes or the Class C Notes during the Revolving Period.

During the Revolving Period, the Class R Notes and, provided that the Class R Notes have been redeemed in full, the Class S Notes and, provided that the Class S Notes have been redeemed in full, the Class T Notes shall be redeemed on their respective Expected Maturity Dates, in accordance with the provisions of the Issuer Regulations and subject to the applicable Priority of Payments.

In the event of occurrence of a Partial Amortisation Event, the Priority of Payments on the immediately following Monthly Payment Date relating to a Reference Period falling within the Revolving Period shall procure that all Class of Notes are amortised on a *pro rata* and *pari passu* basis by applying the Partial Amortisation Amount.

***Amortisation Period***

During the Amortisation Period, (a) principal on each of the Class B Notes and the Class S Notes will be repaid only to the extent of available funds after repayment of the relevant principal amount payable on the Class A Notes and the Class R Notes, (b) principal on each of the Class C Notes and the Class T Notes will be repaid only to the extent of available funds after repayment of the relevant principal amount payable on the Class B Notes and the Class S Notes, and (c) principal on each of the Class D Notes (if any) will be repaid only to the extent of available funds after repayment of the relevant principal amount payable on the Class C Notes and the Class T Notes. Payment of principal on any class of Notes shall be paid only to the extent of available funds after payment in full of all amounts ranking higher in the relevant Priority of Payments

During the Amortisation Period and as long as they are not fully redeemed, the Class A<sub>1-2007-1</sub> Notes and the Class R Notes will be subject to mandatory redemption in whole or in part on each Monthly Payment Date *pari passu* and *pro rata* to their respective outstanding amounts then due, being in respect of the Class A<sub>1-2007-1</sub> Notes, an amount equal to the relevant Class A<sub>1-2007-1</sub> Notes Amortisation Amount computed in accordance with the terms and conditions of the Class A<sub>1-2007-1</sub> Notes and in respect of the Class R Notes, an amount equal to the relevant Class R Notes Amortisation Amount computed in accordance with the terms and conditions of the Class R Notes.

During the Amortisation Period and as long as they are not fully redeemed, the Class B<sub>2007-1</sub> Notes and the Class S Notes will be subject to mandatory redemption in whole or in part on each Monthly Payment Date *pari passu* and *pro rata* to their respective outstanding amounts then due, being in respect of the Class B<sub>2007-1</sub> Notes,

an amount equal to the relevant Class B<sub>2007-1</sub> Notes Amortisation Amount computed in accordance with the terms and conditions of the Class B<sub>2007-1</sub> Notes and in respect of the Class S Notes, an amount equal to the relevant Class S Notes Amortisation Amount computed in accordance with the terms and conditions of the Class S Notes.

***Accelerated Amortisation Period***

During the Accelerated Amortisation Period and as long as they are not fully redeemed, the Class A<sub>1-2007-1</sub>Notes and the Class R Notes will be subject to mandatory redemption in whole or in part on each Monthly Payment Date *pari passu* and *pro rata* to their remaining principal amounts outstanding.

During the Accelerated Amortisation Period and as long as they are not fully redeemed, the Class B<sub>2007-1</sub> Notes and the Class S Notes will be subject to mandatory redemption in whole or in part on each Monthly Payment Date *pari passu* and *pro rata* to their remaining principal amounts outstanding, provided that the Class A Notes and the Class R Notes have been redeemed in full.

**Accelerated Amortisation Events**

The following events are the Accelerated Redemption Events:

- (a) the occurrence of a Seller Event of Default;
- (b) the occurrence of a Servicer Event of Default;
- (c) at any time, the Management Company becomes aware that, for more than thirty (30) days, either of the Depository, the Issuer Account Bank, the Issuer Cash Manager or the Servicer is not in a position to comply with or perform any of its obligations or undertakings under the terms of the Issuer Transaction Documents to which it is a party, for any reason whatsoever (including the withdrawal of the relevant licence or authorisation) and the relevant entity has not been replaced in accordance with the provisions of the Issuer Regulations;
- (d) at any time, the Depository becomes aware of that, for more than thirty (30) days, the Management Company is not in a position to comply with or perform any of its obligations or undertakings under the terms of the Issuer Transaction Documents to which it is a party, for any reason whatsoever (including the withdrawal of the relevant licence or authorisation) and it has not been replaced in accordance with the provisions of the Issuer Regulations;
- (e) at any time, more than thirty (30) days have elapsed since the Management Company has become aware of the downgrading of the unsecured, unsubordinated and unguaranteed debt obligations of the Issuer Stand-by Swap Provider (if any) or the Issuer Swap Counterparty (in case there is no Issuer Stand-by Swap Provider) or the Issuer Novated Swap Counterparty (if any) to lower than the Required Ratings, and the measures required to be taken by the Issuer Swap Counterparty and/or the Management Company on behalf of the Issuer have not been taken in accordance with the relevant provisions of the Issuer Regulations and the Issuer Swap Agreement;

- (f) in the event that the long-term, senior, unsecured and unguaranteed debt obligations of the Issuer Swap Counterparty (or its successor or assignee) cease to be rated at least as high as “Baa3” by Moody’s or “BBB-” by Standard & Poor’s, and the Issuer Swap Counterparty fails within two (2) Business Days after the occurrence of any such an event, to provide the Issuer Stand-by Swap Provider with the amount of collateral provided for in the Issuer Swap Agreement;
- (g) the Average Net Margin is less than zero on any Calculation Date;
- (h) on any Calculation Date, the General Reserve Estimated Balance (following application of the relevant Priority of Payments, and excluding the Production of Eligible Receivables to be transferred on the following Monthly Payment Date, the Short Term Revolving Notes Issue Amount and the Investor Notes Issue Amount), is under the General Reserve Required Level; and
- (i) a novation of the Issuer Swap Agreement to the Issuer Stand-by Swap Provider.

**Withholding tax**

All payments of principal and/or interest in respect of each Class of Offered Notes will be subject to any applicable tax law in any relevant jurisdiction. Payments of principal and interest in respect of each Class of Offered Notes will be made subject to any applicable withholding tax without the Issuer or the Paying Agents being obliged to pay any additional amounts in respect thereof (see “RISK FACTORS - SPECIAL CONSIDERATIONS - Withholding and No Additional Payment”).

**Credit Enhancement**

Credit enhancement of the Class A Notes will be provided by subordination of payments due in respect to the Class B Notes, the Class C Notes, the Class S Notes, the Class T Notes and the Class D Notes (if any) and the General Reserve Account (including the cash deposit and any monies transferred from the General Collection Account in accordance with the Priority of Payments to the General Reserve Account, to the extent of the General Reserve Required Level). The Class C Notes, the Class T Notes and the Class D Notes (if any) will be subscribed by the Seller.

The credit enhancement for the Class B Notes will be provided by the subordination of payments due in respect of the Class C Notes, the Class T Notes and the Class D Notes (if any) and the General Reserve Account.

In addition, the primary source of credit enhancement for the Offered Notes will come from the excess margin resulting at any time from the amount by which aggregate interest payment of Performing Receivables (including amounts drawn from the Additional Income Account but less any payment of the Issuer Fees) exceeds the aggregate of fixed amount due to the Issuer Swap Counterparty and the interest spread of the Offered Notes payable to the Noteholders.

**Limited Recourse**

The Offered Notes will be direct and limited recourse obligations of the Issuer payable solely out of the assets of the Issuer to the extent described in this Prospectus. Neither the Offered Notes nor the Transferred Receivables will be guaranteed by the Management Company, the Depository, the Arrangers, the Joint Lead Managers, the Seller, the Servicer, the Issuer Account Bank, the Issuer Cash

	<p>Manager, the Paying Agents, the Issuer Swap Counterparty, the Issuer Stand-by Swap Provider, the Servicer Collection Account Bank, the Data Trustee or any of their respective affiliates. subject to the respective powers of the Class A<sub>1-2007-1</sub> Noteholders Representative and the Class B<sub>2007-1</sub> Noteholders Representative, the powers of the General Meetings of the Class A<sub>1-2007-1</sub> Noteholders and the General Meetings of the Class B<sub>2007-1</sub> Noteholders, only the Management Company may enforce the rights of the holders of the Offered Notes against third parties. none of the Management Company, the Depository, the Arrangers, the Joint Lead Managers, the Seller, the Servicer, the Issuer Account Bank, the Issuer Cash Manager, the Paying Agents, the Issuer Swap Counterparty, the Issuer Stand-by Swap Provider, the Servicer Collection Account Bank, the Data Trustee nor any of their respective affiliates shall be liable if the Issuer is unable to pay any amount due under the Offered Notes.</p>
<b>Selling and Transfer Restrictions</b>	<p>The Offered Notes shall be privately placed with (i) qualified investors (<i>investisseurs qualifiés</i>) within the meaning of article L. 411-2 and article R. 411-1 of the French Monetary and Financial Code and (ii) investors resident outside France. Pursuant to article R. 214-96 of the French Monetary and Financial Code only (i) qualified investors (<i>investisseurs qualifiés</i>) within the meaning of article L. 411-2 and article R. 411-1 of the French Monetary and Financial Code or (ii) investors resident outside France are authorised to purchase the Class B<sub>2007-1</sub> Notes (see “PLAN OF DISTRIBUTION, SELLING AND TRANSFER RESTRICTIONS – France”).</p> <p>For a description of certain restrictions on offers, sales and deliveries of the Offered Notes and on distribution of offering material in certain jurisdictions (see “PLAN OF DISTRIBUTION, SELLING AND TRANSFER RESTRICTIONS”).</p>
<b>Ratings</b>	<p>It is a condition of the issue of the Class A<sub>1-2007-1</sub> Notes that the Class A<sub>1-2007-1</sub> Notes are assigned, on issue, a rating of “Aaa” by Moody’s and “AAA” by S&amp;P.</p> <p>It is a condition to issue of the Class B<sub>2007-1</sub> Notes that the Class B<sub>2007-1</sub> Notes are assigned, on issue, a rating of “Aa3” by Moody’s and “A” by S&amp;P.</p> <p><b>A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.</b></p>
<b>Class A<sub>1-2007-1</sub> Noteholders Representatives</b>	<p>Initial Representative: Fabrice Garnier</p> <p>Substitute Representative: David Weil</p>
<b>Class B<sub>2007-1</sub> Noteholders Representatives</b>	<p>Initial Representative: David Weil</p> <p>Substitute Representative: Fabrice Garnier</p>
<b>Clearing Systems</b>	<p>The Offered Notes will be admitted to the clearing systems of Euroclear France and Clearstream Banking (the “<b>Relevant Clearing Systems</b>”) and ownership of the same will be determined according to all laws and regulations applicable to the Relevant Clearing Systems. The Offered Notes will, upon issue, be inscribed in the books of the Relevant Clearing Systems, which shall credit the accounts of Account Holders affiliated with Euroclear France and Clearstream Banking accordingly. In</p>



	<p>this paragraph, “Account Holder” shall mean any authorised financial intermediary institution entitled to hold accounts on behalf of its customers. The payments of principal and of interest on Offered Notes will be paid to the person whose name is recorded in the ledger of the Account Holders at the relevant Monthly Payment Date (see “GENERAL INFORMATION”).</p>
<b>Clearing Code</b>	<p>Class A<sub>1-2007-1</sub> Notes: Common Code: 032329136</p> <p>Class B<sub>2007-1</sub> Notes: Common Code: 032329373</p>
<b>ISIN Number</b>	<p>Class A<sub>1-2007-1</sub> Notes: FR0010525022</p> <p>Class B<sub>2007-1</sub> Notes: FR0010525030</p>
<b>Governing Law</b>	<p>The Offered Notes will be governed by French law.</p>
<b>Listing and Admission to Trading</b>	<p>Application has been made for the Offered Notes to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange (see “GENERAL INFORMATION”).</p>
<b>Investment Considerations</b>	<p>See “RISK FACTORS - SPECIAL CONSIDERATIONS RELATING TO THE OFFERED NOTES” “PLAN OF DISTRIBUTION, SELLING AND TRANSFER RESTRICTIONS” and the other information included in this Prospectus for a discussion of certain factors that should be considered before investing in the Offered Notes.</p>

### Summary of the Issuer Transaction Documents

<b>Issuer Regulations</b>	The <i>fonds commun de créances</i> “CARS ALLIANCE AUTO LOANS GERMANY” is established under, and organised pursuant to, the terms of the Issuer Regulations made between the Management Company and the Depository on 28 September 2007.
<b>Master Receivables Transfer Agreement</b>	Under the terms of a master receivables transfer agreement (the “ <b>Master Receivables Transfer Agreement</b> ”) dated 28 September 2007 and made between the Management Company, the Depository and the Seller, the Seller has agreed to assign, sell and transfer the eligible Receivables and the related Ancillary Rights on the Issuer Establishment Date and has agreed to sell, assign and transfer Additional Receivables and the related Ancillary Rights on each Monthly Payment Date (see “DESCRIPTION OF THE MASTER RECEIVABLES TRANSFER AGREEMENT”).
<b>Servicing Agreement</b>	Under the terms of a servicing agreement (the “ <b>Servicing Agreement</b> ”) dated 28 September 2007 and made between the Management Company, the Depository and the Servicer, the Management Company has appointed the Servicer to collect and service the Transferred Receivables (see “SERVICING OF THE RECEIVABLES”).
<b>Data Trust Agreement</b>	<p>Under the terms of a data trust agreement (the “<b>Data Trust Agreement</b>”) dated 28 September 2007 and made between the Management Company, the Depository, the Servicer and Ernst &amp; Young (the “<b>Data Trustee</b>”), the Data Trustee has been appointed. The Data Trustee shall, in particular, hold the Decoding Key allowing for the decoding of the encrypted information provided to the Issuer to the extent necessary to identify the Transferred Receivables in accordance with the Data Trust Agreement and the Data Trustee shall only release the confidential Decoding Key in certain limited circumstances (the “<b>Data Release Events</b>”) in accordance with the Data Trust Agreement.</p> <p>The Issuer agrees that it may only request delivery of the Decoding Key upon the occurrence of a Data Release Event. The Data Trustee shall not be obliged to enquire whether a Data Release Event has in fact occurred.</p>
<b>Specially Dedicated Account Agreement</b>	<p>In accordance with Article L. 214-46 and Article R. 214-110 of the French Monetary and Financial Code and under the terms of a specially dedicated account agreement (the “<b>Specially Dedicated Account Agreement</b>”) dated 28 September 2007 and made between the Management Company, the Depository, the Servicer and WestLB AG (the “<b>Specially Dedicated Account Bank</b>”), the Specially Dedicated Bank Account will be opened in the books of the Specially Dedicated Account Bank.</p> <p>Pursuant to Article L. 214-46 of the French Monetary and Financial Code, the creditors of the Servicer will not be entitled to claim payment over the collected sums, including if the Servicer becomes the subject of insolvency proceedings (<i>procédure de redressement ou de liquidation judiciaires</i>) (see “SERVICING OF</p>

	THE RECEIVABLES – Specially Dedicated Account Agreement”).
<b>German Account Pledge Agreement</b>	Under the terms of a German account pledge agreement (the “ <b>German Account Pledge Agreement</b> ”) dated 28 September 2007 and made between the Management Company, the Depository and the Servicer (as pledgor) pursuant to which the Servicer Collection Account is pledged in favour of the Issuer in order to secure all claims arising under or in connection with the Master Receivables Transfer Agreement and the Servicing Agreement (see “SERVICING OF THE RECEIVABLES – German Account Pledge Agreement”).
<b>Issuer Swap Agreement</b>	Under the terms of an interest rate swap agreement (the “ <b>Issuer Swap Agreement</b> ”) in the framework of an ISDA 1992 Master Agreement dated 9 October 2007 and made between the Management Company, acting for and on behalf of the Issuer, the Depository, the Issuer Swap Counterparty and the Issuer Stand-by Swap Provider (see “DESCRIPTION OF THE ISSUER SWAP AGREEMENT”), provisions are made for the payment of hedging amounts between the Issuer and the Issuer Swap Counterparty or the Issuer Stand-by Swap Provider.
<b>Account and Cash Management Agreement</b>	Under the terms of an account and cash management agreement (the “ <b>Account and Cash Management Agreement</b> ”) dated 28 September 2007 and made between the Management Company, the Depository and HSBC France (the “ <b>Issuer Account Bank</b> ” and the “ <b>Issuer Cash Manager</b> ”), (i) the Issuer Bank Accounts shall be opened in the books of the Issuer Account Bank and (ii) the Cash Manager will provide cash management and investment services relating to the moneys temporarily available sums and pending allocation and distribution (the “ <b>Issuer Available Cash</b> ”). The Issuer Available Cash shall be invested in authorised investments (the “ <b>Authorised Investments</b> ”) (see “DESCRIPTION OF THE ACCOUNT AND CASH MANAGEMENT AGREEMENT”).
<b>Paying Agency Agreement</b>	Under the terms of a paying agency agreement (the “ <b>Paying Agency Agreement</b> ”) dated on 28 September 2007 and made between the Management Company, the Depository, Société Générale (the “ <b>Principal Paying Agent</b> ”) and Société Générale Bank & Trust (the “ <b>Luxembourg Paying Agent</b> ”), provision is made for the payment of principal and interest payable on the Offered Notes on each Monthly Payment Date.
<b>Additional Income Cash Collateral Agreement</b>	Pursuant to Article L. 431-7 of the French Monetary and Financial Code and the terms of an additional income cash collateral agreement (the “ <b>Additional Income Cash Collateral Agreement</b> ”) entered into on 28 September 2007 and made between the Seller, the Management Company, the Depository, the Issuer Account Bank and Issuer Cash Manager, the Seller has agreed, as guarantee for the performance of its obligations to pay to the Issuer the Subsidised Interest Instalment Amounts on each relevant Monthly Payment Date, to make cash deposit with the Issuer by way of full transfer of title ( <i>remise d’espèces en pleine propriété à titre de garantie</i> ) as a guarantee for the financial obligations ( <i>obligations financières</i> ) of the Seller under such performance guarantee.
<b>Commingling Reserve</b>	Pursuant to Article L. 431-7 of the French Monetary and Financial Code and the

<b>Cash Collateral Agreement</b>	<p>terms of a commingling reserve cash collateral agreement (the “<b>Commingling Reserve Cash Collateral Agreement</b>”) entered into on 28 September 2007 and made between the Servicer, the Management Company, the Depository, the Issuer Account Bank and Issuer Cash Manager, the Servicer has agreed, as guarantee for the performance of its obligations to transfer the Collections to the Issuer on each relevant Monthly Payment Date, the Servicer has agreed to make cash deposit with the Issuer by way of full transfer of title (<i>remise d’espèces en pleine propriété à titre de garantie</i>) as a guarantee for the financial obligations (<i>obligations financières</i>) of the Servicer under such performance guarantee.</p>
<b>General Reserve Deposit Agreement</b>	<p>Pursuant to Article L. 431-7 of the French Monetary and Financial Code and the terms of a general reserve deposit agreement (the “<b>General Reserve Deposit Agreement</b>”) entered into on 28 September 2007 and made between the Seller, the Management Company, the Depository, the Issuer Account Bank and Issuer Cash Manager, the Seller has agreed, as guarantee for the performance of its obligations to cover, in certain circumstances, in full or in part, certain expenses of the Issuer and payments of interest payable by the Issuer under the Class A Notes, the Class B Notes, the Class R Notes and the Class S Notes, the Seller has agreed to make cash deposit with the Issuer by way of full transfer of title (<i>remise d’espèces en pleine propriété à titre de garantie</i>) as a guarantee for its financial obligations (<i>obligations financières</i>) under such performance guarantee.</p>
<b>Underwriting Agreements</b>	<p><b><i>Class A<sub>1-2007-1</sub> Notes Underwriting Agreement</i></b></p> <p>Subject to the terms and conditions set forth in the underwriting agreement for the Class A<sub>1-2007-1</sub> Notes dated 28 September 2007 (the “<b>Class A<sub>1-2007-1</sub> Notes Underwriting Agreement</b>”) and made between the Management Company, the Depository, the Seller, HSBC France and Citigroup Global Markets Limited (together, the “<b>Joint Lead Managers</b>”), the Joint Lead Managers have, subject to certain conditions, severally but not jointly, agreed to underwrite the Class A<sub>1-2007-1</sub> Notes at their issue price (see “UNDERWRITING OF THE OFFERED NOTES”).</p> <p><b><i>Class B<sub>2007-1</sub> Notes Underwriting Agreement</i></b></p> <p>Subject to the terms and conditions set forth in the underwriting agreement for the Class B<sub>2007-1</sub> Notes dated 28 September 2007 (the “<b>Class B<sub>2007-1</sub> Notes Underwriting Agreement</b>”) and made between the Management Company, the Depository, the Seller, HSBC France and Citigroup Global Markets Limited (together, the “<b>Joint Lead Managers</b>”), the Joint Lead Managers have, subject to certain conditions, severally but not jointly, agreed to underwrite the Class B<sub>2007-1</sub> Notes at their issue price (see “UNDERWRITING OF THE OFFERED NOTES”).</p>
<b>Subscription Agreements</b>	<p><b><i>Class C Notes Subscription Agreement</i></b></p> <p>Subject to the terms and conditions set forth in the underwriting agreement for the Class C Notes dated 28 September 2007 (the “<b>Class C Notes Subscription Agreement</b>”) and made between the Management Company, the Depository and the Seller (the “<b>Subscriber</b>”), the Subscriber has, subject to certain conditions, severally but not jointly, agreed to subscribe and pay for the Class C Notes at their</p>

respective issue price.

***Class R Notes Subscription Agreement***

Subject to the terms and conditions set forth in the underwriting agreement for the Class R Notes dated 28 September 2007 (the “**Class R Notes Subscription Agreement**”) and made between the Management Company, the Depository and RCI Banque S.A. (the “**Subscriber**”), the Subscriber has, subject to certain conditions, severally but not jointly, agreed to subscribe and pay for the Class R Notes at their respective issue price.

***Class S Notes Subscription Agreement***

Subject to the terms and conditions set forth in the underwriting agreement for the Class S Notes dated 28 September 2007 (the “**Class S Notes Subscription Agreement**”) and made between the Management Company, the Depository and the Seller (the “**Subscriber**”), the Subscriber has, subject to certain conditions, severally but not jointly, agreed to subscribe and pay for the Class S Notes at their respective issue price.

***Class T Notes Subscription Agreement***

Subject to the terms and conditions set forth in the underwriting agreement for the Class T Notes dated 28 September 2007 (the “**Class T Notes Subscription Agreement**”) and made between the Management Company, the Depository and the Seller (the “**Subscriber**”), the Subscriber has, subject to certain conditions, severally but not jointly, agreed to subscribe and pay for the Class T Notes at their respective issue price.

***Class D Notes Subscription Agreement***

Subject to the terms and conditions set forth in the underwriting agreement for the Class D Notes dated 28 September 2007 (the “**Class D Notes Subscription Agreement**”) and made between the Management Company, the Depository and the Seller (the “**Subscriber**”), the Subscriber has, subject to certain conditions, severally but not jointly, agreed to subscribe and pay for the Class D Notes at their respective issue price.

**Units Subscription Agreement**

Under the terms of a units subscription agreement (the “**Units Subscription Agreement**”) dated 28 September 2007 and made between the Management Company, the Depository and the Seller has agreed to subscribe for the Units at their issue price on the Issuer Establishment Date.

**Master Definitions Agreement**

Under the terms of a master definition agreement (the “**Master Definitions Agreement**”) dated 28 September 2007, the parties thereto (being (*inter alios*) the Management Company, the Depository, the Seller, the Servicer, the Issuer Account Bank, the Cash Manager, the Paying Agents, the Interest Rate Swap Counterparty and the Issuer Stand-by Swap Provider) have agreed that the definitions set out therein would apply to the Issuer Transaction Documents

**Jurisdiction**

The parties to the Issuer Transaction Documents (other than the Issuer Swap Agreement which is subject to the jurisdiction of the courts of England and Wales

and other than the Data Trust Agreement and the German Account Pledge Agreement which are subject to the non-exclusive jurisdiction of the district court (*Landgericht*) of Frankfurt am Main) have agreed to submit any dispute that may arise in connection with the Issuer Transaction Documents to the jurisdiction of the commercial courts of Paris, France.

**Governing Law**

The Issuer Transaction Documents (other than (i) the Issuer Swap Agreement which is governed by, and shall be construed in accordance with, English law, and (ii) the Data Trust Agreement and the German Account Pledge Agreement which are governed by, and shall be construed in accordance with, German law) are governed by, and construed in accordance with, French law. The transfer of the Receivables by the Seller to the Issuer under the Master Receivables Transfer Agreement shall in each case be made under French law and German law.

## RISK FACTORS

*The following is a summary of certain material aspects of the Offered Notes of which the Offered Noteholders should be aware. This summary is not intended to be exhaustive and prospective Noteholders should also read the detailed information set out elsewhere in this Prospectus. The following is a summary of certain aspects of the issue of the Offered Notes and the related transactions which prospective investors should consider before deciding to invest in the Offered Notes.*

### General

An investment in the Class A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes involves a certain degree of risk, since, in particular, the Offered Notes do not have a regular, predictable schedule of redemption. In addition, the Class B<sub>2007-1</sub> Notes will be subordinated to the Class A<sub>1-2007-1</sub> Notes and to any Class A Notes and to any Class R Notes which may be issued as further detailed elsewhere in this Prospectus.

Prospective investors in the Offered Notes should then ensure that they understand the nature of such Offered Notes and the extent of their exposure to risk, that they have sufficient knowledge, experience and access to professional advisers to make their own legal, tax, accounting and financial evaluation of the merits and risks of investment in such Offered Notes and that they consider the suitability of such Offered Notes as an investment in the light of their own circumstances and financial condition.

The Management Company and the Depository believe that the risks described below are the principal risks inherent in the transaction for the Class A<sub>1-2007-1</sub> Noteholders and the Class B<sub>2007-1</sub> Noteholders, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Offered Notes may occur for other reasons and therefore the Depository and the Management Company do not represent that the following statements regarding the list of risk factors relating to the risk of holding the Offered Notes is exhaustive.

### 1. Considerations relating to Issuer and the Offered Notes

#### 1.1 Ability of the Issuer to Meet its Obligations under the Offered Notes

The Offered Notes will be contractual obligations of the Issuer solely. The Offered Notes will not be obligations or responsibilities of, or guaranteed by, the Management Company, the Depository, the Issuer Swap Counterparty, the Issuer Stand-by Swap Provider, the Issuer Account Bank, the Seller, the Servicer, the Issuer Cash Manager, the Paying Agents, the Luxembourg Listing Agent, the Arrangers or any person other than the Issuer. Furthermore, none of these persons will accept any liability whatsoever to Noteholders in respect of any failure by the Issuer to pay any amount due under the Offered Notes. Subject to the powers of the Class A<sub>1-2007-1</sub> Noteholders Representative and the Class B<sub>2007-1</sub> Noteholders Representative and the powers of the general meeting of the Class A<sub>1-2007-1</sub> Noteholders and of the Class B<sub>2007-1</sub> Noteholders, only the Management Company may enforce the rights of the Offered Noteholders and other Noteholders against third parties.

#### 1.2 Limited Sources of Funds

The ability of the Issuer to pay interest and to repay principal due on the Class A<sub>1-2007-1</sub> Notes will depend on the cash flows arising from the assets of the Issuer. The primary source of funds in relation to the Class A<sub>1-2007-1</sub> Notes will be the Collections and, as the case may be, payments received from the Issuer Swap Counterparty under the Issuer Swap Agreement. Payments of interest and principal in respect of the Class A<sub>1-2007-1</sub> Notes will be made only after any amounts ranking above such payments of interest and principal have been paid or provided for in full in accordance with the applicable Priority of Payments.

The ability of the Issuer to pay interest and to repay principal due on the Class B<sub>2007-1</sub> Notes will depend on the cash flows arising from the assets of the Issuer. The primary source of funds in relation to the Class B<sub>2007-1</sub> Notes will be

the Collections and, as the case may be, payments received from the Issuer Swap Counterparty under the Issuer Swap Agreement. Payments of interest and principal in respect of the Class B<sub>2007-1</sub> Notes will be made only after any amounts ranking above such payments of interest and principal have been paid or provided for in full in accordance with the applicable Priority of Payments.

Pursuant to the Issuer Regulations, the right of recourse of the Noteholders with respect to receipt of payment of principal and interest together with arrears shall be limited to the assets of the Issuer *pro rata* to the number of Offered Notes owned by them.

### **1.3 Credit Enhancement Provides Only Limited Protection Against Losses**

The credit enhancement mechanisms established within the Issuer through the issue of the Class B<sub>2007-1</sub> Notes, the Class C Notes, the Class S Notes, the Class T Notes, the Class D Notes (if any), the Units, the General Reserve Account and the Commingling Reserve Account provide only limited protection to the holders of the Class A<sub>1-2007-1</sub> Notes. Likewise, the Class C Notes, the Class T Notes, the Class D Notes (if any), the Units, and the General Reserve Account and the Commingling Reserve Account provide only limited protection to the holders of the Class B<sub>2007-1</sub> Notes. Although the credit enhancement mechanisms are intended to reduce the effect of delinquent payments or losses recorded on the Transferred Receivables, the amounts available under such credit enhancement mechanisms are limited and once reduced to zero, the holders of the Class B<sub>2007-1</sub> Notes and, thereafter, the holders of the Class A<sub>1-2007-1</sub> Notes, may suffer from losses and not receive all amounts of interest and principal due to them.

### **1.4 Class B<sub>2007-1</sub> Notes are Subject to Greater Risk Because the Class B<sub>2007-1</sub> Notes are Subordinated to the Class A<sub>1-2007-1</sub> Notes and the Class R Notes**

The Class B<sub>2007-1</sub> Notes bear greater risk of delays in payment and losses on the Transferred Receivables than the Class A<sub>1-2007-1</sub> Notes because payments of principal in respect of the Class B<sub>2007-1</sub> Notes are subordinated, to the extent described herein, to payment of interest and principal in respect of the Class A<sub>1-2007-1</sub> Notes and the Class R Notes and payments of interest in respect of the Class B<sub>2007-1</sub> Notes are subordinated to payments of interest (and, as the case may be, principal) through their interest deferral feature (see “TERMS AND CONDITIONS OF THE CLASS B<sub>2007-1</sub> NOTES”) in respect of the Class A<sub>1-2007-1</sub> Notes and the Class R Notes (see “OPERATION OF THE ISSUER”).

### **1.5 No independent Investigation**

None of the Issuer, the Management Company, the Depository, the Issuer Swap Counterparty, the Issuer Stand-by Swap Provider, the Issuer Account Bank, the Issuer Cash Manager, the Paying Agents, the Luxembourg Listing Agent, the Arrangers or the Joint Lead Managers has undertaken or will undertake any investigations, searches or other actions to verify the details of the Transferred Receivables or to establish the creditworthiness of any Borrower. Each such person will rely solely on representations and warranties given by the Seller in respect of, *inter alia*, the Transferred Receivables and their ancillary rights, the Borrowers, the Subsidised Interest Balance and the Auto Loan Agreements.

### **1.6 Issues of Further Series of Notes and Class of Notes**

The Issuer may from time to time during the Replenishment Period acquire further Eligible Receivables and issue further Notes. Each issue of further Notes will be subject to certain conditions having been met, including, in the case of further issuance of Class A Notes and Class B Notes, the Rating Agencies having confirmed that the then current ratings of the Rated Notes then outstanding are not adversely affected as a result.

The Class A<sub>1-2007-1</sub> Notes are *pari passu* with all other Class A Notes and the Class R Notes. The Class B<sub>2007-1</sub> Notes are *pari passu* with all other Class B Notes and the Class S Notes. If further Series of Class A Notes are issued, the Class A Notes Amortisation Amount (which is computed on the basis of the collection of all the Transferred



Receivables) would be shared amongst a larger number of Class A Notes with potential effects on the amounts payable towards the redemption of each Class A<sub>1-2007-1</sub> Note and making the rate at which they amortise slower than would otherwise be the case. This situation may arise by, for example:

- (a) the Amortisation Starting Date of other Series of Class A Notes falling before the redemption in full of the Class A<sub>1-2007-1</sub> Notes;
- (b) the occurrence of an Anticipated Amortisation Event and the commencement of the Amortisation Period;  
or
- (c) the occurrence of an Accelerated Amortisation Event and the commencement of the Accelerated Amortisation Period.

## **1.7 Ratings of the Offered Notes**

### ***Rating of the Class A<sub>1-2007-1</sub> Notes***

The rating granted by the Rating Agencies in respect of the Class A<sub>1-2007-1</sub> Notes address only the likelihood of timely receipt by any Class A<sub>1-2007-1</sub> Noteholder of regularly scheduled interest on the Class A<sub>1-2007-1</sub> Notes and the likelihood of receipt on the Class A<sub>1-2007-1</sub> Notes Legal Maturity Date by any Class A<sub>1-2007-1</sub> Noteholder of principal outstanding of the Class A<sub>1-2007-1</sub> Notes. Such ratings do not address the likelihood of receipt, prior to the Class A<sub>1-2007-1</sub> Notes Legal Maturity Date, of principal by any Class A<sub>1-2007-1</sub> Noteholder nor the receipt of any additional amounts relating to prepayment or early redemption which may become due to the Class A<sub>1-2007-1</sub> Noteholders.

### ***Rating of the Class B<sub>2007-1</sub> Notes***

The rating from the Rating Agencies in respect of the Class B<sub>2007-1</sub> Notes address only the likelihood of timely receipt by any Class B<sub>2007-1</sub> Noteholder of regularly scheduled interest on the Class B<sub>2007-1</sub> Notes and the likelihood of receipt on the Class B<sub>2007-1</sub> Notes Legal Maturity Date by any Class B<sub>2007-1</sub> Noteholder of principal outstanding of the Class B<sub>2007-1</sub> Notes. Such ratings do not address the likelihood of receipt, prior to the Class B<sub>2007-1</sub> Notes Legal Maturity Date, of principal by any Class B<sub>2007-1</sub> Noteholder nor the receipt of any additional amounts relating to prepayment or early redemption which may become due to the Class B<sub>2007-1</sub> Noteholders.

### ***Ratings generally***

A rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the Rating Agencies. The ratings assigned to the Offered Notes should be evaluated independently from similar ratings on other types of securities. There is no assurance that any of the ratings mentioned above will continue for any period of time or that they will not be lowered, reviewed, revised, suspended or withdrawn by the Rating Agencies. In the event that the ratings initially assigned to the Offered 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 with respect to them.

Moody's rating addresses the expected loss which are born by investors until the legal final maturity date of each categories of Notes.

## **1.8 Absence of Secondary Market – Limited Liquidity – Selling Restrictions**

Although application has been made to list the Class A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes on the Luxembourg Stock Exchange, there is currently no secondary market for the Class A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes. There can be no assurance that a secondary market in the Class A<sub>1-2007-1</sub> Notes or Class B<sub>2007-1</sub> Notes will develop or, if it does develop, that it will provide Class A<sub>1-2007-1</sub> Noteholders or Class B<sub>2007-1</sub> Noteholders with liquidity of investment, or that it will continue to exist for the life of the Class A<sub>1-2007-1</sub> Notes or the Class B<sub>2007-1</sub> Notes. In addition, the market value of the Class A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes may fluctuate. Consequently, any

sale of Class A<sub>1-2007-1</sub> Notes by Class A<sub>1-2007-1</sub> Noteholders and any sale of Class B<sub>2007-1</sub> Notes by Class B<sub>2007-1</sub> Noteholders in any secondary market which may develop may be at a discount to the original purchase price of such Class A<sub>1-2007-1</sub> Notes or Class B<sub>2007-1</sub> Notes.

Furthermore, the Class A<sub>1-2007-1</sub> Notes are subject to certain selling restrictions and the Class B<sub>2007-1</sub> Notes are subject to certain selling and transfer restrictions, which may further limit their liquidity (see “PLAN OF DISTRIBUTION SALE, SELLING AND TRANSFER RESTRICTIONS”).

### **1.9 Changing Characteristics of the Transferred Receivables during the Replenishment Period could result in Faster or Slower Repayments or Greater Losses on the Offered Notes**

During the Replenishment Period, the amounts that would otherwise have been used to repay the Outstanding Amount of the Notes will be used to purchase further Eligible Receivables from the Seller. As some of the Transferred Receivables are prepaid and may default during the Replenishment Period and repayments are used (in accordance with the relevant Priorities of Payment) for the purchase of further Eligible Receivables, the composition of the receivables pool will and thus the characteristics of the receivables pool may change after the Closing Date, and could be substantially different from the characteristics of the portfolio of Transferred Receivables on the Closing Date. These differences could result in faster or slower repayments or greater losses on the Offered Notes than originally expected in relation to the portfolio of Transferred Receivables on the Closing Date.

### **1.10 Yield to Maturity of the Offered Notes**

The yield to maturity of the Offered Notes will be sensitive to an increase of the level of prepayments, the occurrence of any Accelerated Redemption Event or any Liquidation Event. Such events may each influence the average lives and the yield to maturity of the Class A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes (see “WEIGHTED AVERAGE LIVES OF THE OFFERED NOTES”).

### **1.11 Interest Shortfall**

In the event that any of the Class A<sub>1-2007-1</sub> Notes or the Class B<sub>2007-1</sub> Notes is affected by any interest shortfall, such amount will not bear interest.

### **1.12 Interest Rate Risk**

All amounts of interest payable under or in respect of the Auto Loan Agreements comprised in the Transferred Receivables will be calculated by reference to a fixed rate of interest, whilst the Offered Notes will bear interest at a rate based on EURIBOR for the relevant interest period plus the Relevant Margin. In order to reduce the risk of interest rate mismatches, the Issuer will, on the Closing Date, enter into the Issuer Swap Agreement.

The protection provided by the Issuer Swap Agreement may cease to be available to the Issuer in the event of the early termination of the Issuer Swap Agreement, including termination upon the failure of the Issuer Swap Counterparty to perform its obligations thereunder. In the event of the insolvency of the Issuer Swap Counterparty, the Issuer will be treated as a general creditor of the Issuer Swap Counterparty. Consequently, the Issuer will be subject to the credit risk of the Issuer Swap Counterparty. The Issuer Swap Counterparty is RCI Banque SA, Niederlassung Deutschland, a German branch of RCI Banque SA. On the Closing Date, RCI Banque SA has long-term senior unsecured unsubordinated debt ratings of “A3” and “A-“ from Moody’s and Standard & Poor’s, respectively, and short-term unsecured, unsubordinated and unguaranteed debt ratings of “P-2” and “A-2” from Moody’s and Standard & Poor’s, respectively.

### **1.13 Withholding and No Additional Payment**

All payments of principal and/or interest in respect of the Notes will be subject to any applicable tax law in the relevant jurisdiction. Payments of principal and interest in respect of the Offered Notes shall be made net of any

withholding tax (if any) applicable to the Offered Notes in the relevant state or jurisdiction, and neither the Issuer, the Management Company, the Depository nor the Paying Agents shall be under any obligation to gross up such amounts as a consequence or otherwise compensate the Class A<sub>1-2007-1</sub> Noteholders and the Class B<sub>2007-1</sub> Noteholders for the lesser amounts the Noteholders will receive as a result of such withholding or deduction. Any such imposition of withholding taxes will result in the Noteholders receiving a lesser amount in respect of the payments on the Notes. The rating to be assigned by the Rating Agencies will not address the likelihood of the imposition of withholding taxes (see Condition 6 (*Taxation*)).

## **2. Considerations related to the Securitised Receivables**

### **2.1 Subsidised Interest**

The Seller undertakes to pay to the Issuer on each Monthly Payment Date, the Subsidised Interest Instalment Amounts as provided under the Master Receivables Transfer Agreement. Such amounts will be determined by the Seller in order to amortise the Subsidised Interest over the period running from the Auto Loan Effective Date to the maturity date of the Auto Loan. To mitigate the risk of non-payment of those amounts to the Issuer, the Seller will deposit the Subsidised Interest Balance on the Additional Income Account opened in the name of the Issuer and pledge such amounts, by way of a cash deposit (*remise d'espèces à titre de garantie*) pursuant to Article L. 431-7 of the French Monetary and Financial Code (implementing the EU Collateral Directive) in favour of the Issuer, as collateral for the payment of those amounts. Such part of the Subsidised Interest Balance as linked to Transferred Receivables in relation to which Subsidised Interests are no longer payable (because such Transferred Receivables have been prepaid, have been cancelled, their transfer to the Issuer has been deemed null and void, or they have become Defaulted Receivables) or monthly instalments of the Subsidised Interest Balance actually paid by the Seller to the Issuer, shall be released from the cash collateral provided to the Issuer.

### **2.2 Notification to Borrowers**

The assignment of the Transferred Receivables will be notified by the Servicer (or any substitute servicer) to the Borrowers upon the occurrence of a Servicer Event of Default in relation to the Servicer only (which includes termination events in relation to the Seller, for as long as the Servicer and the Seller are the same legal entity (see “DESCRIPTION OF THE MASTER RECEIVABLES TRANSFER AGREEMENT” and “SERVICING OF THE RECEIVABLES”).

Until a Borrower has been notified of the assignment of the Transferred Receivable owed by it, it may pay with discharging effect to the Seller. Each Borrower may further raise defences against the Issuer arising from its relationship with the Seller which are existing at the time of the assignment of the Receivables.

Moreover, pursuant to Section 406 of the German Civil Code, a Borrower may set off its claims against the Seller also against the Issuer as purchaser of the Transferred Receivables, unless such Borrower had knowledge of the assignment of the relevant Transferred Receivable when acquiring such claims or unless such claims became due and payable only after (i) the Borrower acquired such knowledge and (ii) the relevant Transferred Receivable became due and payable.

Under the Master Receivables Transfer Agreement, the Seller will represent and warrant that the Transferred Receivables are not subject to set-off and free of third party rights. The ability of the Issuer to make payments on the Notes may be adversely affected in case of a set-off by a Borrower if the Seller does not meet its payment obligations under the afore-mentioned representation.

### **2.3 Prepayments**

In relation to any loan claims arising from contracts with consumers within the meaning of Section 13 of the German Civil Code, the consumer may terminate the loan agreement pursuant to Section 489(1) no. 2 of the

German Civil Code if six months have expired since the disbursement of the full loan amount and the consumer has complied with a three month termination period.

The Seller is, under the consumer protection provisions of the German Civil Code, obliged to instruct the Borrower about its right of revocation (*Widerrufsbelehrung*). If such instruction is considered to be misleading, such instruction may be held void and might lead to an infinite revocation right of the Borrower. It can not be entirely excluded that a court might hold the instruction wording used in the Auto Loan Agreements to be misleading on the basis of an argument raised by the German Federal Supreme Court (*Bundesgerichtshof*). However, the relevant judgement refers to a distance selling contract and purchase on approval and might thus not be conferrable. Furthermore, the instruction wording used in the Auto Loan Agreements repeats exactly the wording of the relevant provision of the German Civil Code.

In case of such a termination or revocation, the relevant Auto Loan will be prepaid before its scheduled final payment date. This may occur in whole or in part, at any time. All other matters being equal (and, in particular, ignoring the effect of subsequent acquisitions of Eligible Receivables by the Issuer), then, subject to and in accordance with the terms and conditions of the Offered Notes, prepayments of Auto Loan Agreements higher than expected will result in the early redemption in whole or in part of the Class A Notes (and therefore the Class A<sub>1-2007-1</sub> Notes) and, in certain circumstances, the Class B Notes (and therefore the Class B<sub>2007-1</sub> Notes).

#### **2.4 Used Car Risk**

Certain of the Auto Loan Agreements giving rise to Transferred Receivables relate to Used Cars. Historically, the risk of non-payment of auto loans in relation to used cars is greater than in relation to an auto loan for the purchase of a new car. In order to limit the exposure of the Issuer (and hence the Noteholders) to the greater credit risk associated with Auto Loan Agreements in relation to Used Cars, the Master Receivables Transfer Agreement provides that, as a condition precedent to the acquisition of any Eligible Receivables by the Issuer, the Used Car Financing Ratio must be less than 60 per cent.

#### **2.5 Balloon Payments**

Under the Seller's standard terms and conditions, an Auto Loan may be structured as a loan amortising on the basis of fixed monthly Instalments of equal amounts throughout the term of the Auto Loan, up to and including maturity, or as a loan with a balloon payment, amortising on the basis of equal monthly Instalments, but with a substantial portion of the outstanding principal under the loan being repaid in a single "bullet" instalment at maturity (an "Auto Loan With Balloon Payment"). By deferring the repayment of a substantial portion of the principal amount of an Auto Loan until its final maturity date, the risk of non-payment of the final Instalment under an Auto Loan With Balloon Payment may be greater than would be the case under a loan with equal Instalments up to and including the maturity date.

#### **2.6 Consumer Credit Legislation**

Under German Consumer Credit Legislation, a Borrower may revoke the relevant Auto Loan Agreement under certain circumstances.

In the case of a loan agreement for the purposes of financing a car, the related car purchase agreement is considered to be a linked contract (*verbundenes Geschäft*) within the meaning of Section 358 of the German Civil Code. As a result, the revocation (*Widerruf*) of an Auto Loan Agreement or the related car purchase agreement results regularly in the revocation of the relevant other agreement. In addition, if the Borrower is entitled to any claim or defence under the car purchase agreement (in particular, if the purchased Vehicle is defective), the Borrower is entitled to refuse performance under the Auto Loan Agreement. A Borrower may also set off claims which he has against the seller of the Vehicle against claims under the Auto Loan Agreement.

In the event of (a) Borrower(s) exercising any such right, the Noteholders may suffer a risk of a reduction or non-receipt of principal and/or interest due to them in respect of their Notes.

Under the Master Receivables Transfer Agreement, the Seller will represent and warrant that the Auto Loan Agreements relating to the Transferred Receivables fulfil the relevant formal requirements of applicable German Consumer Credit Legislation. In addition, the Seller will be obliged pursuant to the Master Receivables Transfer Agreement to indemnify the Issuer in the event that (i) an Auto Loan Agreement or its origination did not comply at the Cut-Off Date with applicable Consumer Credit Legislation, (ii) a breach of the representations and warranties of the Seller given under the Master Receivables Transfer Agreement occurred, and (iii) the seller of the Vehicle does not (or cannot) remedy any such non-compliance.

## **2.7 Insurance Policies**

In case of the existence of an Insurance Policy, the Auto Loan Agreement and the insurance contract may be regarded as linked contracts (*verbundenes Geschäft*). Therefore, in case of any defences or claims against the relevant insurance company or in case of an insolvency of that insurance company, the Borrower may use such defences or claims as withholding or set-off rights against its payment obligations under the Auto Loan Agreement. As a result, the Borrower may deny the repayment of such part of the Instalments under the relevant Auto Loan Agreement which relate to the financing of the Insurance Premium. In case of insolvency of the insurance company, the Borrower will have a claim against the insolvency estate to obtain the amount which corresponds to his share of the minimum amount of the security fund (*Sicherungsvermögen*) pursuant to the German Insurance Supervisory Act. It cannot be excluded that the Borrower could set-off such claim against the insolvency estate against his payment obligations relating to the financing of the Insurance Premium under the relevant Auto Loan Agreement.

## **2.8 Historical Information**

The financial and other information set out in section “DESCRIPTION OF RCI BANQUE AND THE SELLER” and in section “STATISTICAL INFORMATION” represents financial statements and the historical experience of the Seller and RCI Banque S.A. There is no assurance that the future experience and performance of the Transferred Receivables, the Issuer or the Seller in its capacity as Servicer will be similar to the historical experience described in this Prospectus.

## **2.9 Default Risk of the Transferred Receivables**

The risk of a Transferred Receivable becoming a Defaulted Receivable resulting in a shortfall in amounts payable to the Issuer is borne by the Noteholders. To mitigate this risk, the Seller will subscribe the Class C Notes and the Class T Notes and will transfer to the General Reserve Account the amounts more particularly described in section “CREDIT STRUCTURE – Reserve Fund”.

## **2.10 Subsequent Purchases of Receivables**

Subject to the Seller being able to generate Eligible Receivables and satisfaction of the conditions precedent for the acquisition of Eligible Receivables by the Issuer, it is the intention of the Seller to sell from time to time further Eligible Receivables to the Issuer during the Replenishment Period. The Issuer will acquire further Eligible Receivables from the Seller on the same terms and conditions as the Transferred Receivables assigned to the Issuer on the Closing Date. However, there is no guarantee as to the frequency with which the Seller will sell Eligible Receivables to the Issuer or the amount of Eligible Receivables that will be sold on any such occasion. There can therefore be no certainty as to the rate at which the Issuer will amortise the Class A<sub>1-2007-1</sub> Notes or the Class B<sub>2007-1</sub> Notes.

## **2.11 Withholding Tax in relation to the Transferred Receivables**

In the event that withholding taxes are imposed in respect of payments to the Issuer from the Borrowers, the Borrowers are not required under the terms of the relevant Auto Loan Agreements to gross-up or otherwise compensate the Issuer for the lesser amounts which the Issuer will receive as a result of the imposition of such withholding taxes.

## **2.12 Banking Secrecy and Data Protection**

Receivables governed by German law are generally assignable unless their assignment is excluded either by mutual agreement or by the nature of, or by legal restrictions applicable to, the relevant receivable.

In its Circular 4/97 (*Rundschreiben 4/97*) the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*, “**BaFin**”, formerly known as BAKred) established guidelines for asset backed securities transactions by German credit institutions regarding the sale of customer receivables to ensure that banking secrecy rules and data protection requirements are complied with. The Management Company and the Depository have appointed a Data Trustee so that the transaction is structured in compliance with these requirements so that the transaction should comply with banking secrecy rules and data protection requirements.

Even if there would be a breach of banking secrecy rules or data protection requirements the German Federal Supreme Court (*Bundesgerichtshof*) has stated in a recent judgment (file no. XI ZR 195/05) that an assignment of loan receivables is valid even if the assigning bank violates either banking secrecy rules (*Bankgeheimnis*) or data protection rules in making the assignment. If there would be a breach there may however be damage claims or termination rights of the relevant borrower.

## **3. Commercial and Legal Considerations**

### **3.1 Geographical Concentration of Borrowers May Affect Performance**

Although the Borrowers are located throughout Germany as at the date of origination of the Receivables, there can be no assurance as to what the geographical distribution of the Borrowers will be in the future depending on, in particular, the amortisation schedule of the Receivables. Consequently, any deterioration in the economic condition of the regions in which the Borrowers are located, or any deterioration in the economic condition of other regions that causes an adverse affect on the ability of the Borrowers to meet their payment obligations could trigger losses of principal on the Class A<sub>1-2007-1</sub> Notes or the Class B<sub>2007-1</sub> Notes and/or could reduce the respective yields of the Class A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes.

### **3.2 Performance of Contractual Obligations of the Parties to the Issuer Transaction Documents**

The ability of the Issuer to make any principal and interest payments in respect of the Class A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes will depend to a significant extent upon the ability of the parties to the Issuer Transaction Documents to perform their contractual obligations. In particular and by way of example, without limiting the generality of the foregoing, the timely payment of amounts due in respect of the Class A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes will depend on the ability of the Servicer to service the Transferred Receivables and to recover any amount relating to Defaulted Receivables as well as to the maintenance of the level of hedging protection offered by the Issuer Swap Agreement.

### **3.3 Termination for Good Cause (*Kündigung aus wichtigem Grund*)**

Pursuant to German mandatory law an agreement for the performance of a continuing obligation (*Dauerschuldverhältnis*) may be terminated by either party for good cause (*aus wichtigem Grund*) without notice and such right may not be totally excluded nor may it be unreasonably exacerbated or linked to a consent from a third party. This may also have an impact on limitations of the right of the parties to the Transaction to terminate agreements to which they are a party for good cause.

### **3.4 Certain Conflicts of Interest**

With respect to the Offered Notes, conflicts of interest may arise as a result of various factors involving in particular the Issuer, the Management Company, the Depository, their affiliates and the other parties named herein. The following briefly summarises some of these conflicts, but is not intended to be an exhaustive list of all such potential conflicts.

For example, such potential conflicts may arise because of the following:

- (a) in performing its duties on behalf of the Noteholders, the Management Company is required to take into account the interests of all of the Noteholders. However, should a conflict arise between the interests of the Class A<sub>1-2007-1</sub> Noteholders and the Class B<sub>2007-1</sub> Noteholders, the Issuer Regulations contain provisions requiring the Management Company to defend the interests of the Class A<sub>1-2007-1</sub> Noteholders first since they rank higher in priority than the Class B<sub>2007-1</sub> Noteholders;
- (b) RCI Banque is acting in several capacities under the Issuer Transaction Documents. Even if its rights and obligations under the Issuer Transaction Documents are not conflicting and are independent from one another, in performing any such obligations in these different capacities under the Issuer Transaction Documents, RCI Banque may be in a situation of conflict of interest provided that, when acting in its capacity as Depository, RCI Banque will act in the interests of the Noteholders;
- (c) RCI Banque S.A. Niederlassung Deutschland is acting in several capacities under the Issuer Transaction Documents. Even if its rights and obligations under the Issuer Transaction Documents are not conflicting and are independent from one another, in performing any such obligations in these different capacities under the Issuer Transaction Documents, RCI Banque S.A. Niederlassung Deutschland may be in a situation of conflict of interest; and
- (d) any party named in this Prospectus and its affiliates may also have ongoing relationships with, render services to, or engage itself in other transactions with, another party or affiliate of another party named herein and as such may be in a position of a conflict of interest.

### **3.5 Direct Exercise of Rights**

Whilst the Management Company is required under French law to represent the Noteholders and Unitholder(s) and to act in their interests, the Management Company has the exclusive right to exercise contractual rights against the parties which have entered into agreements with the Issuer, including the Seller and the Servicer. The Noteholders will not have the right to give directions (except where expressly provided in the Issuer Transaction Documents) or to claim against the Management Company in relation to the exercise of their respective rights or to exercise any such rights directly.

### **3.6 Servicing**

The net cash flows arising from the Transferred Receivables may be affected by decisions made, actions taken and the Servicing Procedures adopted and implemented by the Servicer. The current Servicing Procedures of the Servicer are described under section “UNDERWRITING AND MANAGEMENT PROCEDURES”; however, the Servicer may change from time to time the Servicing Procedures that it applies, provided that any material amendments to the Servicing Procedures are notified to the Management Company and the Rating Agencies. The Servicing Agreement provides that the Servicer will service the Transferred Receivables using the same degree of skill, care and diligence that it would apply if it were the owner of the Transferred Receivables.

If the appointment of the Servicer is terminated under the terms of the Servicing Agreement (whether by reason of its default, insolvency or otherwise) it will be necessary for the Management Company to appoint a substitute servicer and to notify or procure that any third party designated by it notifies each Borrower of such substitution. As long as required by applicable data protection law or by the German banking supervision authorities, the Issuer

shall only designate as a substitute servicer a German credit institution or a credit institution supervised in accordance with the EU Banking Directives and having its seat in another member state of the European Union or of the European Economic Area. No back-up servicer has been appointed in relation to the Issuer, and there is no assurance that any substitute servicer could be found which would be willing and able to act for the Issuer as Servicer under the Servicing Agreement. Furthermore, it should be noted that any substitute servicer is likely to charge fees on a basis different to that of the Servicer.

The Noteholders have no right to give orders or directions to the Management Company in relation to the duties and/or appointment or removal of the Servicer. Such rights are vested solely in the Management Company.

### **3.7 Commingling**

All monies collected in respect of the Transferred Receivables will be credited (directly regarding amounts payable by direct debit or indirectly after being paid on a servicer's account regarding amounts paid by cheque or any means of payment other than direct debit) to the Specially Dedicated Bank Account opened in the name of the Seller as Servicer under the Specially Dedicated Account Agreement entered into on or before the Closing Date between the Servicer, the Servicer Collection Account Bank, the Management Company and the Depository, in accordance with the provisions of Articles L. 214-46 and R. 214-110 of the French Monetary and Financial Code. The French Monetary and Financial Code provides that the creditors of the Servicer will have no right over the sums credited to the Specially Dedicated Bank Account since these sums are for the exclusive benefit of the Issuer, including in the event of the opening of bankruptcy proceedings (*procédure de redressement judiciaire ou de liquidation judiciaires*) against the Servicer.

Subject to the provisions of the Specially Dedicated Account Agreement and of the Issuer Regulations, only the Issuer will have the benefit of the sums credited to the Specially Dedicated Bank Account. If, at any time and for any reason whatsoever, the Specially Dedicated Account Agreement is not or ceases to be in full force and effect, any sums standing to the credit of the Specially Dedicated Bank Account may, upon the opening of bankruptcy proceedings against the Servicer, be commingled with other sums and monies belonging to the Servicer and may not be available to the Issuer to make payments under the Offered Notes.

In addition, pursuant to the terms of the German Account Pledge Agreement, in order to secure all claims arising under or in connection with the Master Receivables Transfer Agreement and the Servicing Agreement against an attachment by third party creditors under German law, the Seller (as pledgor) has pledged to the Issuer all its present and future claims which it has against WestLB as Account Bank in respect of the Servicer Collection Account maintained with WestLB and any sub-accounts thereof, in particular, but not limited to, all claims for cash deposits and credit balances (*Guthaben und positive Salden*) and all claims for interest.

### **3.8 German Tax Issues**

*This sub-section should be read in conjunction with section "GERMAN TAXATION" where more detailed information is given. Prospective purchasers of the Offered Notes are advised to consult their own tax advisers as to the tax consequences of purchasing, holding and disposing of the Offered Notes under the tax laws of the country of which they are residents.*

Payments of interest and principal on the Offered Notes will be subject to income and any other taxes, including applicable withholding taxes, and the Issuer will not be obliged to pay additional amounts in relation thereto.

Germany does not offer a general legal framework relating to the tax treatment of securitisations. Therefore, any German transaction has to rely on the application of general principles of German tax law. The Issuer believes that the risks described in this sub-section are the principal risks inherent in the transaction for Noteholders, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Notes may occur for other reasons and the Issuer does not represent that the above statements regarding the risks of holding the Notes are exhaustive. Although the Issuer believes that the various structural elements described in this document



mitigate some of these risks for Noteholders, there can be no assurance that these measures will be sufficient to ensure payment to Noteholders of interest, principal or any other amounts on or in connection with the Offered Notes on a timely basis or at all.

#### **4. Other Considerations**

##### **4.1 EU Savings Directive**

On 3 June 2003, the European Union has adopted a directive 2003/48/EC regarding the taxation of savings income in the form of interest payments (the “**Directive**”). The Directive requires Member States to provide to the tax authorities of other Member States details of payments of interest and other similar income paid by a person to an individual in another Member State, except that Belgium, Luxembourg and Austria will instead impose a withholding system for a transitional period unless during such period they elect otherwise.

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax. If a withholding tax is imposed on payment made by a Paying Agent, the Issuer will be required to maintain a paying agent in a Member State that will not be obliged to withhold or deduct tax pursuant to the Directive.

The Directive was implemented into French law by the Amended Finance Law for 2003 dated 30 December 2003, by the administrative guidelines (Instruction 5 I-03-05 published 08 December 2005), by the Decree no. 2005-330 dated 6 April 2005 (Article 242 ter of the French General Tax Code (*Code Général des Impôts*) (“FGTC”)), and by the Decree no. 2005-132 dated 15 February 2005 (Articles 49 I ter, 49 I quater, 49 I quinquies, 49 I sexies of annex III to the FGTC).

##### **4.2 Implementation of Basel II Risk-Weighted Asset Framework**

The Basel Committee on Banking Supervision has issued proposals for reform of the 1988 Capital Accord and has proposed a framework, which places enhanced emphasis on market discipline and sensitivity to risk. The third consultative paper on the New Basel Capital Accord was issued on 29 April 2003, with the consultation period ending on 31 July 2003. The committee announced on 11 May 2004 that it had achieved consensus on the remaining issues and published the text of the new framework on 26 June 2004 under the title “Basel II: International Convergence of Capital Management and Capital Standards: a Revised Framework” (the “**Framework**”). This Framework will serve as the basis for national rule-making and approval processes to continue and for banking organisations to complete their preparations for implementation of the new Framework. The committee confirmed that it is currently intended that the various approaches under the Framework will be implemented in stages; the most advanced at year-end 2007. If implemented in accordance with its current form, the Framework could affect the risk weighting of the Notes in respect of certain investors if those investors are subject to the new Framework following its implementation. Consequently, investors should consult their own advisers as to the consequences to and effect on them of the proposed implementation of the new Framework. No predictions can be made as to the precise effects of potential changes, which might result if the Framework were adopted in its current form.

##### **4.3 Emerging Requirements of European Union Legislation**

As part of the harmonization of securities markets in Europe, the European Commission has adopted a directive known as the Prospectus Directive that will regulate offers of securities to the public and admissions to trading to European Union regulated markets (“**Regulated Markets**”). The European Commission has adopted a directive known as the Transparency Directive that, among other things, imposes continuing financial reporting obligations on issuers that have certain types of securities admitted to trading on a Regulated Market. In addition, the Market

Abuse Directive harmonizes the rules on insider trading and market manipulation in respect of securities admitted to trading on a Regulated Market and requires issuers of such securities to disclose any non-public, price-sensitive information as soon as possible, subject to certain limited exemptions. The listing of the Offered Notes on the Luxembourg Stock Exchange would subject the Issuer to regulation under these directives, although the requirements applicable to the Issuer are not yet fully clarified.

#### **4.4 Change of Law and/or regulatory, accounting and/or administrative practices**

The structure of the issue of the Notes and the ratings which are to be assigned to them are based on French law, regulatory, accounting and administrative practice in effect as at the date of this Prospectus, and having due regard to the expected tax treatment of all relevant entities under French tax law as at the date of this Prospectus. No assurance can be given as to the impact of any possible change to French law, regulatory, accounting or administrative practice in France or to French tax law, or the interpretation or administration thereof. Likewise the Conditions of the Notes are based on French law in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change in French law or the official application or interpretation of French law after the date of this Prospectus.

#### **4.5 Legality of Purchase**

Neither the Management Company, the Depository, the Arrangers nor any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of the Notes by a prospective investor, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective investor with any law, regulation or regulatory policy applicable to it.

#### **4.6 Claims of Creditors of the Issuer other than the Securityholders**

In accordance with the terms of the Issuer Regulations, the only liabilities the Issuer may incur are those arising out of the Notes, the Units and remuneration for services rendered to the Issuer. This means that the extent to which the Issuer will have creditors other than the Securityholders is extremely limited but that other creditors may exist. The entitlement of such creditors of the Issuer to its assets will, generally, rank *pari passu* with those of the holders of the Class A<sub>1-2007-1</sub> Notes since, pursuant to Article L. 214-43 of the French Monetary and Financial Code, no security can be created over the Assets of the Issuer.

#### **4.7 Forecasts and Estimates**

Any projections, forecasts and estimates contained in this Prospectus are forward looking statements. Such projections are speculative in nature and it can be expected that some or all of the assumptions underlying the projections will not prove to be wholly correct or will vary from actual results. Consequently, the actual results might differ from the projections and such differences might be significant.

#### **4.8 Authorised Investments**

The temporary available funds standing to the credit of the Issuer Bank Accounts (prior to their allocation and distribution) may be invested by the Issuer Cash Manager in Authorised Investments. The value of the Authorised Investments may fluctuate depending on the financial markets and the Issuer may be exposed to a credit risk in relation to the issuers of such Authorised Investments. Neither the Management Company, the Depository, the Issuer Account Bank nor the Issuer Cash Manager guarantee the market value of the Authorised Investments. The Management Company, the Depository, the Issuer Account Bank and the Issuer Cash Manager shall not be liable if the market value of any of the Authorised Investments fluctuates and decreases.

#### **4.9 Early Liquidation of the Issuer**

The Issuer Regulations and applicable French securitisation law set out a number of circumstances in which the Management Company would be entitled or obliged to liquidate the Issuer. These circumstances may occur prior to

the scheduled maturity date of the Offered Notes, in which case the Offered Notes may be prepaid pursuant to the mandatory redemption provisions set out in Condition 5 of the Notes. There is no assurance that the market value of the Transferred Receivables will at any time be equal to or greater than the aggregate outstanding amount of the Class A Notes, the Class B Notes, the Class C Notes, the Class R Notes, the Class S Notes, the Class T Notes and the Class D Notes (if any) then outstanding plus the accrued interest thereon. Moreover, in the event of the occurrence of an Issuer Liquidation Event and a sale of the assets of the Issuer by the Management Company (see “DISSOLUTION AND LIQUIDATION OF THE ISSUER”), the Management Company, the Depository, any relevant parties to the Issuer Transaction Documents and the Issuer Swap Counterparty will be entitled to receive the proceeds of any such sale to the extent of unpaid fees and expenses and other amounts owing to such parties prior to any distributions due to the holders of the Class A Notes, the Class B Notes, the Class C Notes, the Class R Notes, the Class S Notes, the Class T Notes and the Class D Notes (if any), in accordance with the application of the Priority of Payments applicable to a Monthly Payment Date relating to a Reference Period falling within the Accelerated Amortisation Period (see “OPERATION OF THE ISSUER – Priority of Payments”).

### **LIMITED RECOURSE AGAINST THE ISSUER**

Each party to the Issuer Transaction Documents has expressly and irrevocably undertaken to waive any contractual claim or action (*recours ou action en responsabilité contractuelle*) (of any nature, and on any ground whatsoever) it may have against the Issuer, as long as all the Notes and the Units have not been repaid in full or, with respect to the German Account Pledge Agreement and the Data Trust Agreement, that such third party expressly and irrevocably (i) undertakes to waive any legal action it may have against the Issuer, as long as all Notes and Units have not been repaid in full and (ii) acknowledges that its rights against the Issuer are limited to the assets allocated to the Issuer.

## DESCRIPTION OF THE ISSUER

### Introduction

Cars Alliance Auto Loans Germany (the “**Issuer**”) is a French *fonds commun de créances* jointly established by EuroTitrisation (the “**Management Company**”) and RCI Banque (the “**Depository**”) on 9 October 2007 (the “**Issuer Establishment Date**”). The Issuer is a special purpose vehicle established for the purpose of issuing asset backed securities. The Issuer will be regulated and governed by articles L. 214-43 to L. 214-49 and articles R. 214-92 to R. 214-115 of the French Monetary and Financial Code and the terms of the Issuer Regulations made on 28 September 2007 between the Management Company and the Depository. The sole purpose of the Issuer is to issue the Notes and the Units and to purchase eligible Receivables and their respective Ancillary Rights. The Issuer has no registration number, no registered office and no telephone number. The Issuer is managed by the Management Company. Subject to the respective rights and powers of the Noteholders and the Noteholders Representatives, the Management Company shall represent the Noteholders. The business address of the Issuer is 20, rue Chauchat, 75009 Paris, France. The telephone number of the Issuer is +33 1 40 14 31 48.

The Issuer is neither subject to the provisions of the French Civil Code relating to the rules of the *indivision* (co-ownership) nor to the provisions of Articles 1871 to 1873 of the French Civil Code relating to *sociétés en participation* (partnerships). The Issuer's name shall be validly substituted for that of the co-owners with respect to any transaction made in the name and on behalf of the co-owners of the Issuer.

### Management Strategy

The management strategy of the Issuer is to purchase from the Seller the Receivables arising from the Auto Loan Agreements made between the Seller and Borrowers in order to finance the purchase of New Cars or Used Cars and to issue Notes and Units.

### Issuer Regulations

The Issuer Regulations include, *inter alia*, the rules concerning the creation, the operation (including the management strategy of the Issuer) and the liquidation of the Issuer, the respective duties, obligations, rights and responsibilities of the Management Company and of the Depository, the characteristics of the Transferred Receivables, the characteristics of the Notes and Units issued in connection with the management strategy of the Issuer, the Priority of Payments, the credit enhancement and hedging mechanisms set up in relation to the Issuer and any specific third party undertakings.

As a matter of French law, the Noteholders are bound by the Issuer Regulations. A copy of the Issuer Regulations will be made available for inspection by the Noteholders at the registered office of the Management Company and the specified office of the respective Paying Agents.

### Limited Recourse

The Noteholders have no direct recourse, whatsoever, to the relevant Borrower for the Transferred Receivables purchased by the Issuer. Pursuant to the provisions of the Issuer Regulations, the Management Company has expressly and irrevocably undertaken, upon the conclusion of any agreement, in the name and on behalf of the Issuer and with any third party, to ensure that such third party expressly and irrevocably waives all contractual claims or actions against the Issuer or, with respect to the German Account Pledge Agreement and the Data Trust Agreement, that such third party expressly and irrevocably (i) undertakes to waive any legal action it may have against the Issuer, as long as all Notes and Units have not been repaid in full and (ii) acknowledges that its rights against the Issuer are limited to the assets allocated to the Issuer.

## Assets of the Issuer

On the Issuer Establishment Date, the Issuer shall issue the Series<sub>2007-1</sub> Notes . The Issuer will use the aggregate proceeds of the issue of the Series<sub>2007-1</sub> Notes to pay the purchase price for the Transferred Receivables and their related Ancillary Rights. The assets of the Issuer are further detailed in “DESCRIPTION OF THE ASSETS OF THE ISSUER”).

## Cross-collateralisation

The Notes of each Series will be collateralised by the same portfolio of Transferred Receivables (the “**Portfolio of Transferred Receivables**”) purchased by the Issuer on each relevant Monthly Payment Date pursuant to the terms of the Master Receivables Transfer Agreement and the relevant Transfer Documents. Each Series of Notes will have recourse and derive payments from the Portfolio of Transferred Receivables as a whole (subject to the then applicable Priority of Payments and the limited recourse provisions of the Issuer Transaction Documents) irrespective of the Closing Date, the Amortisation Starting Date and the Final Maturity Date of the relevant Notes of each Series.

## Indebtedness Statement

The indebtedness of the Issuer when it is established on the Issuer Establishment Date (taking into account the issue of the Series<sub>2007-1</sub> Notes and the Units) will be as follows:

Series <sub>2007-1</sub> Notes	EUR
Class A <sub>1-2007-1</sub> Notes	88,500,000
Class B <sub>2007-1</sub> Notes	6,000,000
Class C <sub>2007-1</sub> Notes	5,500,000
Class R <sub>2007-1</sub> Notes <sup>(1)(5)</sup>	338,000,000
Class R <sub>2007-2</sub> Notes <sup>(1)(5)</sup>	338,000,000
Class R <sub>2007-3</sub> Notes <sup>(1)(5)</sup>	337,900,000
Class R <sub>2007-4</sub> Notes <sup>(1)(5)</sup>	337,900,000
Class S <sub>2007-1</sub> Notes <sup>(2)</sup>	91,700,000
Class T <sub>2007-1</sub> Notes <sup>(3)</sup>	84,100,000
Class D Notes <sup>(4)</sup>	N/A
Units	1,000
<b>Total indebtedness</b>	<hr/> <b>1,627,601,000</b> <hr/>

(1) The Class R Notes are *pari passu* with the Class A Notes.

(2) The Class S Notes are *pari passu* with the Class B Notes.

(3) The Class T Notes are *pari passu* with the Class C Notes.

(4) No Class D Notes will be issued on the Issuer Establishment Date. Class D Notes may be issued on any Monthly Payment Date in accordance with the terms of the Issuer Regulations (see “Operation of the Issuer” herein).

(5) The Class R Notes shall be issued in accordance with the Class R Notes Issuance Programme Prospectus dated 9 October 2007.

At the date of this Prospectus, the Issuer has no borrowings or indebtedness in the nature of borrowings, term loans, liabilities under credits, charges or guarantees or other contingent liabilities (other than the General Reserve Account and the Additional Income Account). The Issuer has no and will have no authorised or issued capital.

### **The Units of the Issuer**

On the Issuer Establishment Date, the Issuer shall issue two (2) Units of the same class with a nominal value of Euro 500 euros each, for an issue price equal to hundred (100) per cent. of the nominal value of each Unit. There shall be no other issue of Units after Issuer Establishment Date.

The Units are:

- (a) financial instruments (*instruments financiers*) within the meaning of Article L.211-1 of the French Monetary and Financial Code; and
- (b) transferable securities (*valeurs mobilières*) within the meaning of Article L.211-2 of the French Monetary and Financial Code.

In accordance with the provisions of Article L.211-4 of the French Monetary and Financial Code the Units are issued in registered dematerialised form. No physical documents of title will be issued in respect of the Units.

The Units will rank *pari passu* and rateably among themselves without any preference or priority; as between the Notes and the Units, the Notes will rank in priority to the Units, in accordance with the provisions of the French Monetary and Financial Code and the Issuer Regulations (in particular, the Priority of Payments).

None of the Units shall be listed on any recognised French or foreign stock exchange or traded on any French or foreign securities market (whether regulated (*réglementé*) within the meaning of Articles L.421-1 *et seq.* of the French Monetary and Financial Code or over the counter) or accepted for clearance through any recognised French or foreign clearing system. The Units shall not be rated.

Ownership of the Units will be established by book entry in the register of the relevant Unitholders maintained by the Depository for the purposes thereof, in accordance with Article L.211-4 of the French Monetary and Financial Code.

The Unitholders are co-owners (*co-propriétaires*) of the Issuer's assets and shall only be liable for the debts of the Issuer to the extent of the assets of the Issuer and *pro rata* their respective share therein.

The Unitholders have the rights attributed to shareholders by Articles L.225-230 and L.225-231 of the French Commercial Code. Consequently, in accordance with Articles L.225-230 and L.225-231 of the French Commercial Code, the Unitholders are entitled to request the dismissal of the statutory auditor of the Issuer. The Unitholders shall not take part in the management of the Issuer.

By subscribing or purchasing any Unit, a Unitholder shall automatically and without any formalities (*de plein droit et sans qu'il soit besoin d'autre formalité*) be bound by the provisions of the Issuer Regulations.

The Unitholders shall not be entitled to demand the repurchase of their Units by the Issuer.

The Unitholders shall have no direct right of action or recourse, under any circumstances whatsoever, against the Borrowers. Moreover, the Unitholders irrevocably waive all rights of contractual recourse (*responsabilité contractuelle*), of any form, nature, and on any ground whatsoever, which they may have against the Issuer.

After the Final Maturity Date, any part of the nominal value of the Units which may remain unpaid will be automatically cancelled (*de plein droit*), so that the Unitholders, after such date, shall have no right to assert a claim in this respect against the Issuer, regardless of the amounts which may remain unpaid after the Final Maturity Date (*abandon de créance*).

The Units shall bear an undetermined interest. The interest amount on the Units shall be paid on each Monthly Payment Date in accordance with the applicable Priority of Payments.

The Units shall amortise in full on the Issuer Liquidation Date, in accordance with the applicable Priority of Payments. The Issuer Liquidation Surplus (if any) shall be paid to the Unitholders.

### **Statutory Auditors of the Issuer**

Pursuant to article L. 214-48-VI of the French Monetary and Financial Code, the statutory auditors of the Issuer (Deloitte & Associés) have been appointed by the board of directors of the Management Company with the prior approval of the Financial Markets Authority. Under the applicable laws and regulations, the statutory auditors shall establish the accounting documents relating to the Issuer. Deloitte & Associés are regulated by the *Haut Conseil du Commissariat aux Comptes* and are duly authorised as *Commissaires aux comptes*.

The Issuer has not commenced operations and no financial statements of the Issuer have been prepared.

### **Issuer Fees**

In accordance with the Issuer Regulations, the Issuer will, on each Monthly Payment Date, pay the Issuer Fees to the Issuer Operating Creditors, in each case together with any applicable VAT, subject to and in accordance with the relevant Priority of Payments.

### **Liquidation of the Issuer**

Pursuant to Article L. 214-49 of the French Monetary and Financial Code and the relevant provisions of the Issuer Regulations, the Management Company shall liquidate the Issuer no later than six months following the last Receivable held by the Issuer being extinguished (the ‘**Issuer Liquidation Date**’).

The Management Company will be entitled to initiate the liquidation of the Issuer and carry out the corresponding liquidation formalities upon the occurrence of any of the following events as provided under Article R. 214-107 of the French Monetary and Financial Code:

- (a) the liquidation of the Issuer is in the interest of the Unitholders and Noteholders;
- (b) the aggregate Principal Outstanding Balance of the unmatured Transferred Receivables (*créances non échues*) transferred to the Issuer falls below ten per cent of the maximum aggregate Principal Outstanding Balance of the unmatured Transferred Receivables acquired by the Issuer since the Issuer Establishment Date;
- (c) all of the Notes and the Units issued by the Issuer are held by a single holder (not being the Seller) and the liquidation is requested by such holder; or
- (d) all of the Notes and Units issued by the Issuer are held by the Seller and the liquidation is requested by it.

### **Governing Law and Submission to Jurisdiction**

The Issuer Regulations are governed by French law. Any dispute regarding the establishment, the operation or the liquidation of the Issuer, the Notes, the Units and the Issuer Transaction Documents (other than the Issuer Swap Agreement which are subject to the jurisdiction of the courts of England and Wales and other than the Data Trust Agreement which is subject to the non-exclusive jurisdiction of the district court (*Landgericht*) of Frankfurt am Main) will be submitted to the exclusive jurisdiction of the commercial courts of Paris France.



## DESCRIPTION OF THE TRANSACTION PARTIES

### The Management Company

The Management Company is EuroTitrisation, a *société anonyme* incorporated under, and governed by, the laws of France, duly authorised as a *société de gestion de fonds commun de créances* by the French *Autorité des Marchés Financiers*, whose registered office is at 20, rue Chauchat, 75009 Paris (France), registered with the Trade and Companies Register of Paris (France) under number B 352 458 368, the sole purpose of which is to manage *fonds communs de créances* (debt mutual funds). On the date of this Prospectus, the principal shareholders in the Management Company are BNP Paribas, Caisse Nationale des Caisses d'Epargne Group and CALYON. As at 30 September 2007, EuroTitrisation had a share capital of €684,000.

The Management Company participated, jointly with the Depository, in the establishment of the Issuer. The Management Company represents the Issuer towards third parties and in any legal proceedings, whether as plaintiff or defendant, and is responsible for the management and operation of the Issuer. Subject to supervision by RCI Banque, acting in its capacity as Depository, the Management Company shall take any steps which it deems necessary or desirable to protect the Issuer's rights in, to and under the Transferred Receivables. The Management Company shall be bound to act at all times in the best interest of the Noteholders.

The responsibilities of the Management Company are set out in the Issuer Regulations. These responsibilities include:

- (a) ensuring, on the basis of the information provided to it, that (i) the Seller complies with its obligations towards the Issuer and/or the Management Company under the provisions of the Master Receivables Transfer Agreement and (ii) the Servicer complies with its obligations towards the Issuer and/or the Management Company under the provisions of the Servicing Agreement;
- (b) managing the Issuer Bank Accounts;
- (c) calculating the amounts due to the Noteholders and/or Unitholder(s), as well as any amount due to any third party, in accordance with the provisions of the Issuer Regulations;
- (d) managing the investment of the Issuer Available Cash pursuant to the provisions of the Issuer Regulations; and
- (e) purchasing further Eligible Receivables and issuing further Notes, in accordance with the provisions of the Master Receivables Transfer Agreement and the Issuer Regulations.

In performing its duties, in particular as described under paragraph (a) above, the Management Company shall be entitled to assume, in the absence of actual notice to the contrary, that the representations and warranties given by the Seller to the Issuer and to the Management Company, as set out in the Master Receivables Transfer Agreement, were and are true and accurate when given or deemed to be given, and that the Seller is at all times in compliance with its obligations under the Issuer Transaction Documents to which it is a party. The Management Company has not made any enquiries or taken any steps, and will not make any enquiries or take any steps, to verify the accuracy of any representations and warranties or the compliance by the Seller with its obligations under the Issuer Transaction Documents to which it is a party.

The Management Company may sub-contract or delegate all or part of its duties or may appoint a third party to exercise all or part of those duties but cannot thereby exempt itself from liabilities in respect thereof under the Issuer Regulations. The management of the Issuer may be transferred, at the request of the Management Company or, in certain circumstances, at the request of the Depository, to another management company which manages *fonds communs de créances* and is duly approved by the *Autorité des Marchés Financiers*, provided that (i) the substitution complies with applicable law, (ii) the *Autorité des Marchés Financiers* is given prior notice of the

substitution, (iii) the substitution will not affect the level of security enjoyed by the Noteholders and Unitholder(s) and the Management Company shall have notified the Noteholders and Unitholder(s) prior to such substitution and (iv) the Depository has given its prior written approval, such consent not to be refused or withheld other than on the basis of legitimate, serious and reasonable grounds and only for the benefit of the Noteholders and Unitholder(s).

### **The Depository**

The Depository is RCI Banque, a *société anonyme* incorporated under, and governed by, the laws of France, whose registered office is at 14 avenue du Pavé Neuf, 93160 Noisy le Grand (France), registered with the Trade and Companies Register of Bobigny (France) under number 306 523 358, and is licensed as an *établissement de crédit* (credit institution) in France by the *Comité des Etablissements de Crédit et des Entreprises d'Investissement* under the French Monetary and Financial Code.

The Depository shall, subject to the powers of the Noteholders, act in the best interests of the Noteholders and of the Unitholder(s) and shall:

- (a) act as custodian of the assets of the Issuer in accordance with Article L. 214-48 of the French Monetary and Financial Code and the Issuer Regulations;
- (b) hold on behalf of the Issuer the Transfer Documents required by Articles L. 214-43 and R. 214-111 of the French Monetary and Financial Code and relating to any purchase of Receivables by the Issuer;
- (c) pursuant to Article L. 214-48-II of the French Monetary and Financial Code, be responsible for supervising the compliance (*régularité*) of any decision of the Management Company; and
- (d) ensure that the Management Company has, pursuant to Article 421-17 of the AMF General Regulation, drawn up and published no later than 4 months following the end of each financial period of the Issuer and no later than three (3) months following the end of the first half-year period of each financial period of the Issuer, an inventory of the assets of the Issuer.

The Depository may delegate all or part of its duties to a third party, provided however, that the Depository shall remain liable to the Issuer, the Noteholders and the Unitholder(s) for the performance of its duties regardless of any such delegation.

At any time, the Depository may substitute itself with any duly authorised credit institution, upon prior notice of 30 days to the Management Company and to the *Autorité des Marchés Financiers*, provided that, *inter alia*, the Management Company shall have given its prior approval to such substitution.

### **The Issuer Account Bank and the Issuer Cash Manager**

The Issuer Account Bank and the Issuer Cash Manager are HSBC France, a *société anonyme* incorporated under, and governed by, the laws of France, whose registered office is at 103, avenue des Champs-Élysées, 75008 Paris (France), registered with the Trade and Companies Register of Paris (France) under number 775 670 284, and licensed as an *établissement de crédit* (credit institution) in France by the *Comité des Etablissements de Crédit et des Entreprises d'Investissement* under the French Monetary and Financial Code.

The Issuer Bank Accounts will be held with the Issuer Account Bank which, with the Issuer Cash Manager, will provide the Management Company with banking and custody services relating to the bank accounts of the Issuer including providing certain cash management services in relation to the Issuer Available Cash and the available monies standing to the credit of the Additional Income Account and of the Commingling Reserve Account, respectively. In particular, the Issuer Account Bank will act upon the instructions of the Management Company in relation to the operations of the Issuer Bank Accounts, in accordance with the provisions of the Account and Cash Management Agreement.

If, at any time, the ratings for the short-term unsecured, unsubordinated and unguaranteed debt obligations of the Issuer Account Bank fall below “P-1” by Moody’s, or “A-1” by Standard & Poor’s, the Depository shall, upon request by the Management Company, by written notice to the Issuer Account Bank terminate the appointment of the Issuer Account Bank and of the Issuer Cash Manager and use its best endeavours to appoint, within thirty (30) calendar days a substitute account bank and cash manager that shall, among other requirements set out in the Issuer Regulations, be rated at least “P-1” by Moody’s and “A-1” by Standard & Poor’s.

### **The Servicer**

The Servicer is RCI Banque S.A., Niederlassung Deutschland.

In accordance with article L. 214-46 of the French Monetary and Financial Code and with the Servicing Agreement, the Seller has been appointed by the Management Company as Servicer. As Servicer, the Seller shall be responsible for the management, servicing and collection of the Transferred Receivables. The Management Company shall be entitled to terminate the appointment of the Servicer upon the occurrence of a Servicer Event of Default, in accordance with and subject to the Servicing Agreement and to applicable German banking secrecy and data protection rules. In such circumstances, the Management Company shall be entitled to appoint a substitute servicer in accordance with, and subject to, the provisions of Article L. 214-46 of the French Monetary and Financial Code, the applicable German banking secrecy and data protection rules and the Servicing Agreement.

Pursuant to Article R. 214-111 of the French Monetary and Financial Code and the terms of the Servicing Agreement, the Servicer shall ensure the safekeeping of the Contractual Documents and shall establish appropriate documented custody procedures in relation thereto and an independent internal on-going control of such procedures. The Depository shall ensure, on the basis of a statement of the Servicer, that all appropriate documented custody procedures in relation to the Contractual Documents have been set up. This statement shall enable the Depository to check if the Servicer has established appropriate documented custody procedures allowing the safekeeping of the Receivables, the Ancillary Rights and that the Receivables are collected for the sole benefit of the Issuer. At the request of the Management Company or the Depository, the Servicer shall forthwith provide the Contractual Documents to the Depository, or any other entity designated by the Depository and the Management Company as substitute servicer, which, as long as this is required by applicable data protection law or by the German banking supervision authorities, must be a German credit institution or a credit institution supervised in accordance with the EU Banking Directives and having its seat in another member state of the European Union or of the European Economic Area.

### **The Issuer Swap Counterparty and the Issuer Stand-by Swap Provider**

The Issuer Swap Counterparty is RCI Banque S.A., Niederlassung Deutschland.

The Issuer Stand-by Swap Provider is HSBC France.

On or before the Closing Date, the Issuer will enter into the Issuer Swap Agreement, in each case with the initial Issuer Swap Counterparty and with the Issuer Stand-by Swap Provider. Each Issuer Swap Agreement will be documented by an ISDA Master Agreement, as amended and supplemented by a schedule and confirmation, and will be governed by English law.

The purpose of the Issuer Swap Agreement is to enable the Issuer to meet its interest obligations on the Notes, in particular by hedging the Issuer against the risk of a difference between the EURIBOR-based floating rate applicable for the relevant Interest Period on the Notes on each relevant Monthly Payment Date and the fixed interest rate payments received in respect of the Receivables (see “CREDIT STRUCTURE”).

## **Issuer Statutory Auditors**

Deloitte & Associés, whose registered office is at 185, avenue Charles de Gaulle, 92200 Neuilly-sur-Seine (France), has been appointed for a term of six financial periods as Issuer Statutory Auditor (*commissaire aux comptes*) of the Issuer in accordance with Article L. 214-48-VI° of the French Monetary and Financial Code and shall be responsible for carrying out certain duties as set out in the Issuer Regulations. Deloitte & Associés is registered as a chartered accountant with the *Compagnie Nationale des Commissaires aux Comptes* (CNCC).

In accordance with applicable laws and regulations, the Issuer Statutory Auditors are required in particular:

- (a) to certify, when necessary, that the Issuer's accounts are true and fair and to verify the accuracy of the information contained in the management reports prepared by the Management Company;
- (b) to bring to the attention of the Management Company, the Depository and the French *Autorité des Marchés Financiers* any irregularities or misstatements that may be revealed during the performance of their duties; and
- (c) to examine the information transmitted periodically to the Noteholders, the Unitholder(s) and the Rating Agencies by the Management Company and to prepare an annual report on the Issuer Bank Accounts for the benefit of the Noteholders, the Unitholder(s) and the Rating Agencies.

## OPERATION OF THE ISSUER

### Periods of the Issuer

#### *General Description of the Periods*

The rights of the Noteholders to receive payments of principal and interest under the Offered Notes at any time will be determined by the period then applicable. The relevant periods are:

- (a) the Replenishment Period;
- (b) the Revolving Period;
- (c) the Amortisation Period;
- (d) the Accelerated Amortisation Period; and
- (e) the period which does not fall within any of the above periods provided that:
  - (i) the Replenishment Period shall comprise the Revolving Period and all or part of the Amortisation Period; and
  - (ii) the Revolving Period shall always fall within the Replenishment Period; and
  - (iii) the Amortisation Period might partly fall within the Replenishment Period; and
  - (iv) in the event that an Accelerated Amortisation Event or an Issuer Liquidation Event occurs during the Replenishment Period, the Revolving Period or the Amortisation Period, such period will come to an end and the Accelerated Amortisation Period will be triggered; and
  - (v) there shall be no Amortisation Period on going in respect of a given Series of Class A Notes and Class B Notes during the Revolving Period; the Amortisation Period shall always prevail over the Revolving Period.

#### *Replenishment Period*

##### *Duration*

The Replenishment Period is the period during which the Issuer shall be entitled to acquire Eligible Receivables from the Seller and to issue Notes, in accordance with the provisions of the Issuer Regulations and the Master Receivables Transfer Agreement. The Replenishment Period shall take effect from (and excluding) the Issuer Establishment Date, to (but including) the earliest of the following dates:

- (a) the Cut-Off Date relating to the Monthly Payment Date falling in October 2015 (as such date may be further amended upon common agreement of all the parties to the Issuer Transaction Documents subject to the confirmation by the Rating Agencies of the then current rating of the Rated Notes issued by the Issuer);
- (b) the Cut-Off Date preceding the Reference Period relating to the Monthly Payment Date following the date of occurrence of a Replenishment Termination Event.

The Replenishment Period shall comprise the following periods:

- (i) the Revolving Period; and
- (ii) all or part of the Amortisation Period.

### *Replenishment Termination Events*

The occurrence of any of the following events during the Replenishment Period shall constitute a Replenishment Termination Event:

- (a) the Management Company becomes aware that, on a given Transfer Date, the Seller is not able to transfer further Eligible Receivables to the Issuer, except if such inability is due to technical reasons and is remedied on the following Transfer Date;
- (b) on the Business Day following the Calculation Date relating to a given Reference Period, the Management Company has not received any agreement of subscription from the relevant Subscriber or from any other subscriber:
  - (i) in respect of the Class R Notes in an amount equal to the relevant Class R Notes Issue Amount;
  - (ii) in respect of the Class S Notes in an amount equal to the relevant Class S Notes Issue Amount;
  - (iii) in respect of the Class T Notes in an amount equal to the relevant Class T Notes Issue Amount;
  - (iv) in respect of the Class C Notes in an amount equal to the relevant Class C Notes Issue Amount;
  - (v) if applicable, in respect of the Class D Notes in an amount equal to the relevant Class D Notes Issue Amount; and
  - (vi) if applicable, in respect of the Class A Notes in an amount equal to the relevant Class A Notes Issue Amount and in respect of the Class B Notes in an amount equal to the relevant Class B Notes Issue Amount,to be issued on the Monthly Payment Date relating to such Reference Period;
- (c) the Management Company becomes aware of the occurrence of an Accelerated Amortisation Event;
- (d) no Eligible Receivables have been purchased by the Issuer from the Seller on three (3) successive Monthly Payment Dates relating to Reference Periods falling within the Replenishment Period, for any reason, including the fact that any of the Conditions Precedent were not complied with on the due date.

As a consequence of the occurrence of a Replenishment Termination Event and with effect from the Monthly Payment Date following the date of the occurrence of such Replenishment Termination Event, the Issuer shall not be entitled at any time in the future to purchase any further Eligible Receivables.

### *Operation of the Issuer during the Replenishment Period*

The operations of the Issuer during the Replenishment Period shall be as set out below in “OPERATION OF THE ISSUER – The Revolving Period” and “OPERATION OF THE ISSUER – The Amortisation Period”, as applicable.

### *Purchase of Further Eligible Receivables*

According to the provisions of Article L. 214-43 of the French Monetary and Financial Code, of the Issuer Regulations and of the Master Receivables Transfer Agreement, the Issuer shall be entitled to purchase further Eligible Receivables from the Seller during the Replenishment Period. The Management Company, acting in the name of and on behalf of the Issuer, will purchase from the Seller further Eligible Receivables pursuant to the terms and conditions set out hereinafter.

### *Conditions Precedent*

The Management Company shall verify that the Conditions Precedent to the purchase of further Eligible Receivables, as provided in the Master Receivables Transfer Agreement and the Issuer Regulations, are satisfied on the second (2<sup>nd</sup>) Business Day preceding the relevant Transfer Date.

### *Procedure*

The procedure applicable to the acquisition by the Issuer of further Eligible Receivables from the Seller shall be as follows:

- (a) on each Transfer Date relating to a Reference Period falling within the Replenishment Period, the Seller shall issue a Transfer Document to be executed by the Management Company and the Depository, attaching a Computer File including a list of all the Production of Eligible Receivables relating to such Transfer Date;
- (b) on each Transfer Date relating to a Reference Period falling within the Replenishment Period, the Issuer shall pay to the Seller the Monthly Receivables Purchase Amount applicable to the Production of Eligible Receivables, by debiting the General Collection Account in accordance with the provisions of the relevant Priority of Payments;
- (c) on each Transfer Date relating to a Reference Period falling within the Replenishment Period, the Seller shall pay the aggregate amount of the Subsidised Interest Balance related to the Production of Eligible Receivables transferred on such Transfer Date;
- (d) on each Transfer Date relating to a Reference Period falling within the Replenishment Period, the Seller shall pay the amount equal to the difference between the General Reserve Required Level taking into account the Production of Eligible Receivables transferred on such Transfer Date and the General Reserve Account;
- (e) the Issuer shall be entitled to all Collections relating to the relevant Production of Eligible Receivables from the relevant Transfer Effective Date;
- (f) the Management Company shall apply the relevant procedure described in the Issuer Regulations relating to the issue of the Series of Class R Notes, Class S Notes and Class T Notes; and
- (g) as applicable, the Management Company shall apply the relevant procedure described in the Issuer Regulations relating to the issue of a further Series of Class A Notes, Class B Notes, Class C Notes and the Class D Notes.

### *Suspension of Purchase of Further Eligible Receivables*

The purchase of further Eligible Receivables may be suspended on any Monthly Payment Date relating to a Reference Period falling within the Replenishment Period (and on such Monthly Payment Date only and not on a permanent basis) in the event that none of the Receivables satisfy the Eligibility Criteria and in the event that the Conditions Precedent are not fulfilled on due date.

### ***Revolving Period***

#### *Duration*

The Revolving Period is the period during which the Issuer will be entitled to acquire Eligible Receivables and to issue Notes, in accordance with the provisions of the Issuer Regulations and the Master Receivables Transfer Agreement and during which the Issuer will be entitled to repay only Class R Notes, Class S Notes and Class T

Notes and will not be entitled to repay any Class A Notes, Class B Notes or Class C Notes (save in case of Partial Amortisation Event), in accordance with the provisions of the Issuer Regulations.

The first Revolving Period shall take effect from (and excluding) the Closing Date, to (but including) the earlier of the following dates:

- (a) the Cut-Off Date relating to the first Amortisation Starting Date; and
- (b) the first Cut-Off Date preceding the Reference Period relating to the Monthly Payment Date following the date of occurrence of an Accelerated Amortisation Event or an Issuer Liquidation Event.

Any subsequent Revolving Period shall take effect from (and including) the first day of any Reference Period falling within the Replenishment Period, and following the Reference Period relating to the Monthly Payment Date on which all Investor Notes that have already started to amortise are fully repaid, to (but including) the earlier of the following dates:

- (a) the Cut-Off Date relating to the first Amortisation Starting Date to occur after the beginning of such Revolving Period; and
- (b) the first Cut-Off Date preceding the Reference Period relating to the Monthly Payment Date following the date of occurrence of an Accelerated Amortisation Event or an Issuer Liquidation Event.

There shall be no Amortisation Period ongoing in respect of a given Series of Class A Notes, Class B Notes and Class C Notes during the Revolving Period; the Amortisation Period shall always prevail over the Revolving Period.

#### *Operation of the Issuer during the Revolving Period*

During the Revolving Period, the Issuer will operate as follows:

- (a) pursuant to the Issuer Regulations, the Management Company, acting in the name and on behalf of the Issuer, shall be entitled to issue further Series of Class R Notes, Class S Notes and Class T Notes and further Series of Class A Notes, Class B Notes, Class C Notes and, as the case may be, Class D Notes in accordance with the relevant provisions of the Issuer Regulations (which provides, in particular, that all Conditions Precedent to the transfer of the relevant Eligible Receivables must be satisfied and that, in the case of the Class A Notes and Class B Notes, the Rating Agencies have confirmed that the then current rating of any Rated Notes then outstanding will not be affected as a result and there has been no downgrading of the ratings then assigned to any Offered Notes);
- (b) the Noteholders of a same Class shall receive interest payments and principal repayments, as applicable, on a *pari passu* basis;
- (c) the Class A Noteholders shall only receive interest payments on each Monthly Payment Date, pursuant to the applicable Priority of Payments and on a *pari passu* basis *pro rata* their then Outstanding Amount, irrespective of their respective Issue Dates and Series;
- (d) the Class B Noteholders shall only receive interest payments on each Monthly Payment Date, pursuant to the applicable Priority of Payments and on a *pari passu* basis *pro rata* their then Outstanding Amount, irrespective of their respective Issue Dates and Series;
- (e) the Class C Noteholders shall only receive interest payments on each Monthly Payment Date, pursuant to the applicable Priority of Payments and on a *pari passu* basis *pro rata* their then Outstanding Amount, irrespective of their respective Issue Dates and Series;



- (f) the Class R Noteholders shall receive interest payments on each Monthly Payment Date, pursuant to the applicable Priority of Payments and on a *pari passu* basis *pro rata* their then Outstanding Amount, irrespective of their respective Issue Dates and Series; the Class R Noteholders shall also receive principal repayments on each Monthly Payment Date, pursuant to the applicable Priority of Payments and on a *pari passu* basis *pro rata* their then Outstanding Amount; on a given Monthly Payment Date, only the Class R<sub>20xx-y</sub> Notes, the Expected Maturity Date of which falls on or before such Monthly Payment Date, shall receive principal repayments;
- (g) the Class S Noteholders shall receive interest payments and principal repayments on each Monthly Payment Date, pursuant to the applicable Priority of Payments and on a *pari passu* basis *pro rata* the Class S Notes Outstanding Amount;
- (h) the Class T Noteholders shall receive interest payments and principal repayments on each Monthly Payment Date, pursuant to the applicable Priority of Payments and on a *pari passu* basis *pro rata* the Class T Notes Outstanding Amount;
- (i) as applicable, the Class D Noteholders shall receive interest payments, on each relevant Monthly Payment Date, pursuant to the applicable Priority of Payments and on a *pari passu* basis *pro rata* the Class D Notes Outstanding Amount;
- (j) the Class R Notes shall be repaid on their Expected Maturity Date, in accordance with the provisions of the Issuer Regulations and subject to the applicable Priority of Payments;
- (k) the Class S Notes shall be repaid on their Expected Maturity Date, on each relevant Monthly Payment Date, in accordance with the provisions of the Issuer Regulations and subject to the applicable Priority of Payments;
- (l) the Class T Notes shall be repaid on their Expected Maturity Date, on each relevant Monthly Payment Date, in accordance with the provisions of the Issuer Regulations and subject to the applicable Priority of Payments;
- (m) the Class D Notes (if any) shall be repaid on each Monthly Payment Date which is a Series Notes Issue Date or a Series<sub>20xx-y</sub> Effective Maturity Date;
- (n) during the Revolving Period:
  - (i) the Class A Notes Interest Amount and the Class R Notes Interest Amount shall be paid to the relevant holders on a *pari passu* basis, subject to the applicable Priority of Payments;
  - (ii) the Class B Notes Interest Amount and the Class S Notes Interest Amount shall be paid to the relevant holders on a *pari passu* basis, subject to the applicable Priority of Payments;
  - (iii) the Class C Notes Interest Amount and the Class T Notes Interest Amount shall be paid to the relevant holders on a *pari passu* basis, subject to the applicable Priority of Payments;
  - (iv) the Class A Notes Interest Amount and the Class R Notes Interest Amount shall be paid in priority to the Class B Notes Interest Amount and the Class S Notes Interest Amount;
  - (v) the Class B Notes Interest Amount and the Class S Notes Interest Amount shall be paid in priority to the Class C Notes Interest Amount and the Class T Notes Interest Amount; and
  - (vi) as applicable, the Class C Notes Interest Amount and the Class T Notes Interest Amount shall be paid in priority to the Class D Notes Interest Amount;

- (o) the Monthly Receivables Purchase Amount will be debited, on each Monthly Payment Date, from the General Collection Account in order to be allocated to the purchase by the Issuer of the Production of Eligible Receivables from the Seller, in accordance with the provisions of the Master Receivables Transfer Agreement and of the Issuer Regulations;
- (p) the Subsidised Interest Balance relating to the Production of Eligible Receivables to be transferred, will be credited, on each Monthly Payment Date, from the Seller to the Additional Income Account, in accordance with the provisions of the Master Receivables Transfer Agreement and of the Issuer Regulations;
- (q) the General Reserve Account will be credited by the Seller, with an amount equal to the difference between the General Reserve Required Level taking into account the Production of Eligible Receivables transferred on such Transfer Date and the General Reserve Account;
- (r) in the event of occurrence of a Partial Amortisation Event, the Priority of Payments on the immediately following Monthly Payment Date relating to a Reference Period falling within the Revolving Period shall procure that all Class of Notes are amortised on a *pro rata* and *pari passu* basis by applying the Partial Amortisation Amount;
- (s) in the event of occurrence of a Replenishment Termination Event or an Anticipated Amortisation Event (other than an Accelerated Amortisation Event), the Revolving Period shall automatically terminate and the Issuer will enter into the Amortisation Period;
- (t) in the event of occurrence of an Accelerated Amortisation Event or an Issuer Liquidation Event, the Revolving Period shall automatically terminate and the Issuer will enter into the Accelerated Amortisation Period; and
- (u) no repayment of principal shall be made under the Units during the Replenishment Period and payment of interest under the Units shall be made on each Monthly Payment Date subject to the relevant Priority of Payments.

### ***Amortisation Period***

#### *Duration*

The Amortisation Period shall take effect from (and excluding) the Cut-Off Date relating to an Amortisation Starting Date, to (but including) the earlier of the following dates:

- (a) the Cut-Off Date relating to the Monthly Payment Date on which no Investor Notes are amortising anymore; and
- (b) the Cut-Off Date preceding the Reference Period relating to the Monthly Payment Date following the date of occurrence of an Accelerated Amortisation Event or an Issuer Liquidation Event.

The Issuer shall be entitled to acquire Eligible Receivables and to issue further Notes only during the part of the Amortisation Period also falling within the Replenishment Period. In any event, the Issuer shall be entitled to repay Notes during the Amortisation Period, in accordance with the provisions of the Issuer Regulations.

#### *Operation of the Issuer during the Amortisation Period*

##### Common Characteristics

During the Amortisation Period, the Issuer will operate as follows:

- (a) the Noteholders shall receive interest payments pursuant to the applicable Priority of Payments, provided that:

- (i) the Class A Noteholders shall receive, on each Monthly Payment Date only, interest payments, pursuant to the applicable Priority of Payments and on a *pari passu* basis *pro rata* their then Outstanding Amount, irrespective of their respective Issue Dates and Series;
  - (ii) the Class B Noteholders shall receive, on each Monthly Payment Date only, interest payments, pursuant to the applicable Priority of Payments and on a *pari passu* basis *pro rata* their then Outstanding Amount, irrespective of their respective Issue Dates and Series;
  - (iii) the Class C Noteholders shall receive, on each Monthly Payment Date, interest payments, pursuant to the applicable Priority of Payments and on a *pari passu* basis *pro rata* their then Outstanding Amount, irrespective of their respective Issue Dates and Series;
  - (iv) the Class R Noteholders shall receive, on each Monthly Payment Date, interest payments, pursuant to the applicable Priority of Payments and on a *pari passu* basis *pro rata* their then Outstanding Amount, irrespective of their respective Issue Dates and Series;
  - (v) the Class S Noteholders shall receive, on each Monthly Payment Date, interest payments, pursuant to the applicable Priority of Payments and on a *pari passu* basis *pro rata* their then Outstanding Amount, irrespective of their respective Issue Dates and Series;
  - (vi) the Class T Noteholders shall receive, on each Monthly Payment Date, interest payments, pursuant to the applicable Priority of Payments and on a *pari passu* basis *pro rata* their then Outstanding Amount, irrespective of their respective Issue Dates and Series; and
  - (vii) as applicable, the Class D Noteholders shall receive, on each Monthly Payment Date, interest payments, pursuant to the applicable Priority of Payments and on a *pari passu* basis *pro rata* their then Outstanding Amount;
- (b) the Noteholders shall receive principal repayments subject to the applicable Priority of Payments, provided that:
- (i) the Class A<sub>i-20xx-y</sub> Noteholders that started amortising shall receive, on each Monthly Payment Date only, repayments of principal, pursuant to the applicable Priority of Payments, in an amount equal to the Class A<sub>i-20xx-y</sub> Notes Amortisation Amount;
  - (ii) the Class B<sub>20xx-y</sub> Noteholders that started amortising shall receive, on each Monthly Payment Date only, repayments of principal, pursuant to the applicable Priority of Payments, in an amount equal to the Class B<sub>20xx-y</sub> Notes Amortisation Amount;
  - (iii) the Class C<sub>20xx-y</sub> Noteholders that started amortising shall receive, on each Monthly Payment Date only, repayments of principal, pursuant to the applicable Priority of Payments, in an amount equal to the Class C<sub>20xx-y</sub> Notes Amortisation Amount;
  - (iv) the Class R Noteholders shall receive, on each Monthly Payment Date, repayments of principal pursuant to the applicable Priority of Payments and in an amount equal to the Class R Notes Amortisation Amount as at such Monthly Payment Date.

It is also provided that:

- (aa) if the relevant Monthly Payment Date relates to a Reference Period falling within the Replenishment Period: only the Class R<sub>20xx-y</sub> Notes, the Expected Maturity Date of which falls on or before such Monthly Payment Date, shall receive principal repayments; and
- (bb) if the relevant Monthly Payment Date relates to a Reference Period not falling within the Replenishment Period: the Class R<sub>20xx-y</sub> Notes relating to the Series issued on the earliest

Issue Date shall start amortising before the Class R<sub>20xx-y</sub> Notes relating to Series issued on further Issue Dates;

- (v) the Class S Noteholders shall receive, on each Monthly Payment Date, repayments of principal pursuant to the applicable Priority of Payments and in an amount equal to the Class S Notes Amortisation Amount as at such Monthly Payment Date, as applicable;
  - (vi) the Class T Noteholders shall receive, on each Monthly Payment Date, repayments of principal pursuant to the applicable Priority of Payments and in an amount equal to the Class T Notes Amortisation Amount as at such Monthly Payment Date, as applicable; and
  - (vii) the Class D Noteholders shall receive, on each Monthly Payment Date which is a Series Note Issue Date or a Series<sub>20xx-y</sub> Effective Maturity Date, repayments of principal pursuant to the applicable Priority of Payments and in an amount equal to the Class D Notes Amortisation Amount as at such Monthly Payment Date, as applicable;
- (c) the Class B<sub>20xx-y</sub> Noteholders shall receive principal repayments only once the Class A<sub>i-20xx-y</sub> Notes of the same Series have been repaid in full and the Class C<sub>20xx-y</sub> Noteholders shall receive principal repayments only once the Class B<sub>20xx-y</sub> Notes of the same Series have been repaid in full;
- (d) during the Amortisation Period:
- (i) any amount of principal or interest payable to the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class R Noteholders, the Class S Noteholders, the Class T Noteholders or the Class D Noteholders shall be paid on a *pari passu* basis between the Noteholders of the relevant Class, Series and category of Notes;
  - (ii) the Class A Notes Interest Amount and the Class R Notes Interest Amount shall be paid to the relevant Class A Noteholders and the Class R Noteholders on a *pari passu* basis, subject to the applicable Priority of Payments;
  - (iii) the Class B Notes Interest Amount and the Class S Notes Interest Amount shall be paid to the relevant Class B Noteholders and the Class S Noteholders on a *pari passu* basis, subject to the applicable Priority of Payments;
  - (iv) the Class C Notes Interest Amount and the Class T Notes Interest Amount shall be paid to the relevant Class C Noteholders and the Class T Noteholders on a *pari passu* basis, subject to the applicable Priority of Payments;
  - (v) the Class A Notes Interest Amount and the Class R Notes Interest Amount shall be paid in priority to the Class B Notes Interest Amount and the Class S Notes Interest Amount; the Class B Notes Interest Amount and the Class S Notes Interest Amount shall be paid in priority to the Class C Notes Interest Amount and the Class T Notes Interest Amount; the Class C Notes Interest Amount and the Class T Notes Interest Amount shall be paid in priority to the Class D Notes Interest Amount;
  - (vi) the Class A Notes Amortisation Amount and the Class R Notes Amortisation Amount shall be paid to the Class A Noteholders and the Class R Noteholders on a *pari passu* basis, subject to the applicable Priority of Payments;
  - (vii) the Class B Notes Amortisation Amount and the Class S Notes Amortisation Amount shall be paid to the Class B Noteholders and the Class S Noteholders on a *pari passu* basis, subject to the applicable Priority of Payments;

- (viii) the Class C Notes Amortisation Amount and the Class T Notes Amortisation Amount shall be paid to the Class C Noteholders and the Class T Noteholders on a *pari passu* basis, subject to the applicable Priority of Payments;
- (ix) the Class A Notes Amortisation Amount and the Class R Notes Amortisation Amount shall be paid in priority to the Class B Notes Amortisation Amount and the Class S Notes Amortisation Amount; the Class B Notes Amortisation Amount and the Class S Notes Amortisation Amount shall be paid in priority to the Class C Notes Amortisation Amount and the Class T Notes Amortisation Amount; the Class C Notes Amortisation Amount and the Class T Notes Amortisation Amount shall be paid in priority to the Class D Notes Amortisation Amount; and
- (e) no repayment of principal shall be made under the Units during the Replenishment Period and payment of interest under the Units shall be made on each Monthly Payment Date subject to the relevant Priority of Payments.

#### Amortisation Period falling within the Replenishment Period

During the part of the Amortisation Period falling within the Replenishment Period, the Management Company, acting in the name and on behalf of the Issuer, shall be entitled to purchase further Eligible Receivables, pursuant to the provisions of the Master Receivables Transfer Agreement, and shall be entitled to issue Class R Notes, Class S Notes and Class T Notes and, as applicable, further Series of Class A Notes, Class B Notes, Class C Notes and, as the case may be, Class D Notes in accordance with the provisions of the Issuer Regulations.

#### Amortisation Period not falling within the Replenishment Period

During the part of the Amortisation Period not falling within the Replenishment Period, the Management Company, acting in the name and on behalf of the Issuer, shall not be entitled to purchase any Eligible Receivable and shall not be entitled to issue further Notes.

#### ***Accelerated Amortisation Period***

##### *Duration*

The Accelerated Amortisation Period shall take effect from (and excluding) the first Cut-Off Date preceding the Reference Period relating to the Monthly Payment Date following the date of occurrence of an Accelerated Amortisation Event or an Issuer Liquidation Event up to (but including) the Cut-Off Date relating to the Monthly Payment Date on which the Investor Notes and the Short Term Revolving Notes are repaid in full.

During the Accelerated Amortisation Period, the Issuer shall neither be entitled to acquire Eligible Receivables, nor to issue Notes.

##### *Accelerated Amortisation Events*

The occurrence of any of the following events shall constitute an Accelerated Amortisation Event:

- (a) the occurrence of a Seller Event of Default;
- (b) the occurrence of a Servicer Event of Default;
- (c) at any time, the Management Company becomes aware that, for more than thirty (30) days, either of the Depository, the Issuer Account Bank, the Issuer Cash Manager or the Servicer is not in a position to comply with or perform any of its obligations or undertakings under the terms of the Issuer Transaction Documents to which it is a party, for any reason whatsoever (including the withdrawal of the relevant licence or authorisation) and the relevant entity has not been replaced in accordance with the provisions of the Issuer Regulations;

- (d) at any time, the Depository becomes aware of that, for more than thirty (30) days, the Management Company is not in a position to comply with or perform any of its obligations or undertakings under the terms of the Issuer Transaction Documents to which it is a party, for any reason whatsoever (including the withdrawal of the relevant licence or authorisation) and it has not been replaced in accordance with the provisions of the Issuer Regulations;
- (e) at any time, more than thirty (30) days have elapsed since the Management Company has become aware of the downgrading of the unsecured, unsubordinated and unguaranteed debt obligations of the Issuer Stand-by Swap Provider (if any) or the Issuer Swap Counterparty (in case there is no Issuer Stand-by Swap Provider) or the Issuer Novated Swap Counterparty (if any) to lower than the Required Ratings, and the measures required to be taken by the Issuer Swap Counterparty and/or the Management Company on behalf of the Issuer have not been taken in accordance with the relevant provisions of the Issuer Regulations and the Issuer Swap Agreement;
- (f) in the event that the long-term, senior, unsecured and unguaranteed debt obligations of the Issuer Swap Counterparty (or its successor or assignee) cease to be rated at least as high as “Baa3” by Moody’s or “BBB-” by Standard & Poor’s, and the Issuer Swap Counterparty fails within two (2) Business Days after the occurrence of any such an event, to provide the Issuer Stand-by Swap Provider with the amount of collateral provided for in the Issuer Swap Agreement;
- (g) the Average Net Margin is less than zero on any Calculation Date;
- (h) on any Calculation Date, the General Reserve Estimated Balance (following application of the relevant Priority of Payments, and excluding the Production of Eligible Receivables to be transferred on the following Monthly Payment Date, the Short Term Revolving Notes Issue Amount and the Investor Notes Issue Amount), is under the General Reserve Required Level; and
- (i) a novation of the Issuer Swap Agreement to the Issuer Stand-by Swap Provider.

The Management Company shall notify the occurrence of an Accelerated Amortisation Event to the Rating Agencies as soon as it becomes aware of any such event.

*Operation of the Issuer during the Accelerated Amortisation Period*

In the event that an Accelerated Amortisation Event or an Issuer Liquidation Event occurs, the Replenishment Period, the Revolving Period or the Amortisation Period, as applicable, shall automatically terminate and the Accelerated Amortisation Period shall start. During the Accelerated Amortisation Period, the Issuer will operate as follows:

- (a) pursuant to the provisions of the Master Receivables Transfer Agreement and the Issuer Regulations, the Management Company, acting in the name and on behalf of the Issuer, shall not be entitled to purchase any further Eligible Receivables and to issue further Notes;
- (b) the Noteholders shall receive interest payments pursuant to the applicable Priority of Payments, provided that:
  - (i) the Class A Noteholders and the Class R Noteholders shall receive, on each Monthly Payment Date, interest payments pursuant to the applicable Priority of Payments;
  - (ii) the Class B Noteholders and the Class S Noteholders shall receive, on each Monthly Payment Date, interest payments pursuant to the applicable Priority of Payments;
  - (iii) the Class C Noteholders and the Class T Noteholders shall receive, on each Monthly Payment Date, interest payments pursuant to the applicable Priority of Payments; and

- (iv) the Class D Noteholders shall receive, on each Monthly Payment Date, interest payments pursuant to the applicable Priority of Payments;
- (c) the Noteholders shall receive principal repayments subject to the applicable Priority of Payments, provided that:
  - (i) the Class A Noteholders and the Class R Noteholders shall receive, on each Monthly Payment Date, repayments of principal, pursuant to the applicable Priority of Payments;
  - (ii) the Class B Noteholders and the Class S Noteholders shall receive, on each Monthly Payment Date, repayments of principal, pursuant to the applicable Priority of Payments;
  - (iii) the Class C Noteholders and the Class T Noteholders shall receive, on each Monthly Payment Date, repayments of principal, pursuant to the applicable Priority of Payments; and
  - (iv) the Class D Noteholders shall receive, on each Monthly Payment Date, repayments of principal, pursuant to the applicable Priority of Payments;
- (d) repayment of the Notes during the Accelerated Amortisation Period shall be made from the allocation of the Available Collections and of the Subsidised Interest Instalment Amounts, pursuant and subject to the terms of the Issuer Regulations;
- (e) the Class B Noteholders and the Class S Noteholders shall receive principal repayments only once the Class A Noteholders and the Class R Noteholders have been repaid in full; the Class C Noteholders and Class T Noteholders shall receive principal repayments only once the Class B Noteholders and the Class S Noteholders have been repaid in full; the Class D Noteholders shall receive principal repayments only once the Class C Noteholders and the Class T Noteholders have been repaid in full;
- (f) in the event that the allocation of the Available Collections and of the Subsidised Interest Instalment Amounts is not sufficient:
  - (i) any amount of principal or interest payable to the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class R Noteholders, the Class S Noteholders, the Class T Noteholders or the Class D Noteholders shall be paid on a *pari passu* basis between the Noteholders of the relevant Class, Series and category of Notes;
  - (ii) to pay the whole of the Class A Notes Interest Amount, the Class B Notes Interest Amount, the Class C Notes Interest Amount, the Class R Notes Interest Amount, the Class S Notes Interest Amount, the Class T Notes Interest Amount and of the Class D Notes Interest Amount, then:
    - (aa) the Class A Notes Interest Amount and the Class R Notes Interest Amount shall be paid to the Class A Noteholders and the Class R Noteholders on a *pari passu* basis, subject to the applicable Priority of Payments;
    - (bb) the Class B Notes Interest Amount and the Class S Notes Interest Amount shall be paid to the Class B Noteholders and the Class S Noteholders on a *pari passu* basis, subject to the applicable Priority of Payments;
    - (cc) the Class C Notes Interest Amount and the Class T Notes Interest Amount shall be paid to the Class C Noteholders and the Class T Noteholders on a *pari passu* basis, subject to the applicable Priority of Payments; and
    - (dd) the Class A Notes Interest Amount and the Class R Notes Interest Amount shall be paid in priority to the Class B Notes Interest Amount and the Class S Notes Interest Amount; the Class B Notes Interest Amount and the Class S Notes Interest Amount shall be paid

in priority to the Class C Notes Interest Amount and the Class T Notes Interest Amount; the Class C Notes Interest Amount and the Class T Notes Interest Amount shall be paid in priority to the Class D Notes Interest Amount;

- (iii) to repay the Class A Notes, the Class B Notes, the Class C Notes, the Class R Notes, the Class S Notes, the Class T Notes and the Class D Notes, then:
  - (aa) the Class A Notes and the Class R Notes shall be repaid to the Class A Noteholders and the Class R Noteholders on a *pari passu* basis, subject to the applicable Priority of Payments;
  - (bb) the Class B Notes and the Class S Notes shall be repaid to the Class B Noteholders and the Class S Noteholders on a *pari passu* basis, subject to the applicable Priority of Payments;
  - (cc) the Class C Notes and the Class T Notes shall be repaid to the Class C Noteholders and the Class T Noteholders on a *pari passu* basis, subject to the applicable Priority of Payments;
  - (dd) the Class A Notes and the Class R Notes shall be repaid in priority to the Class B Notes and the Class S Notes; the Class B Notes and the Class S Notes shall be repaid in priority to the Class C Notes and the Class T Notes; the Class C Notes and the Class T Notes shall be repaid in priority to the Class D Notes; and
- (g) after payment of all sums due according to the applicable Priority of Payments during the Accelerated Amortisation Period and only once the Class A Notes, the Class B Notes, the Class C Notes, the Class R Notes, the Class S Notes, the Class T Notes and the Class D Notes have all been repaid in full, any remaining credit balance of the General Collection Account on such date shall be allocated first to the repayment to the Seller and then to the Unitholder(s) as final payment of principal and interest.

The Management Company (or, where the Management Company fails to do so, the Depository) will, upon becoming aware of the occurrence of an Accelerated Amortisation Event, forthwith notify the Noteholders of the occurrence of any such event and of the Monthly Payment Date on which the first Interest Period of the Accelerated Amortisation Period is to commence, such notice to be given in accordance with the provisions of the Issuer Regulations.

#### ***Other***

During any period which does not fall within the Replenishment Period, the Amortisation Period or the Accelerated Amortisation Period, the Issuer shall neither be entitled to acquire Eligible Receivables, nor to issue Notes and shall only be entitled to repay the Short Term Revolving Notes in accordance with the provisions of the Issuer Regulations.

#### **Priority of Payments**

##### ***Revolving Period***

On each Monthly Payment Date relating to a Reference Period falling within the Revolving Period, the Management Company shall apply the credit balance of the General Collection Account (after the transfer in full of the General Reserve Account into the General Collection Account) towards the following payments or provisions in the following order of priority but in each case only to the extent that all payments or provisions of a higher priority due to be paid or provided for on such Monthly Payment Date have been made in full. Pursuant to the terms of the Issuer Regulations, each of the following payments shall be made by debiting the General Collection Account:



1. *First:* towards payment of the Interest Rate Swap Net Cashflow, if any, payable to the Issuer Swap Counterparty or the Issuer Novated Swap Counterparty (other than any Defaulted Swap Counterparty Termination Amount, if any, payable to the Issuer Swap Counterparty or the Issuer Novated Swap Counterparty);
2. *Second:* towards payment of the Issuer Fees to each relevant creditor;
3. *Third:* towards payment of the Class R Notes Interest Amount to the Class R Noteholders and of the Class A Notes Interest Amount to the Class A Noteholders;
4. *Fourth:* towards payment of the Class S Notes Interest Amount to the Class S Noteholders and of the Class B Notes Interest Amount to the Class B Noteholders;
5. *Fifth:* towards transfer into the General Reserve Account of an amount being equal to the lesser of the credit balance of the General Collection Account and an amount being equal to the General Reserve Required Level as at such Monthly Payment Date;
6. *Sixth:* towards amortisation of the Class R Notes in an amount equal to the Class R Notes Amortisation Amount;
7. *Seventh:* towards amortisation of the Class S Notes in an amount equal to the Class S Notes Amortisation Amount;
8. *Eighth:* towards payment of the Monthly Receivables Purchase Amount to the Seller;
9. *Ninth:* upon the occurrence of a Partial Amortisation Event, towards amortisation of all Class of Notes on a *pro rata* and *pari passu* basis in an aggregate amount equal to the Partial Amortisation Amount;
10. *Tenth:* towards transfer of the Residual Replenishment Basis, reduced, as the case may be, by the Partial Amortisation Amount as at such Monthly Payment Date into the Replenishment Account;
11. *Eleventh:* towards payment of the Class C Notes Interest Amount to the Class C Noteholders and of the Class T Notes Interest Amount to the Class T Noteholders;
12. *Twelfth:* towards amortisation of the Class T Notes in an amount equal to the Class T Notes Amortisation Amount;
13. *Thirteenth:* towards payment of the Class D Notes Interest Amount to the Class D Noteholders and, if such Monthly Payment Date is a Series Notes Issue Date or a Series<sub>20xx-y</sub> Effective Maturity Date, amortisation of the Class D Notes in an amount equal to the Class D Notes Amortisation Amount;
14. *Fourteenth:* provided that all amounts payable into the General Reserve Account have been paid in full, towards payment to the Seller of the lesser of (i) an amount being equal to the positive difference, if any, between (a) the credit balance of the General Reserve Account as of the preceding Monthly Payment Date and (b) the credit balance of the General Reserve Account as of the relevant Monthly Payment Date, and (ii) the credit balance of the General Collection Account;
15. *Fifteenth:* towards payment of the Defaulted Swap Counterparty Termination Amount, if any, payable to the Issuer Swap Counterparty or the Issuer Novated Swap Counterparty; and
16. *Sixteenth:* towards transfer of the credit balance of the General Collection Account to the Unitholder(s) as remuneration of the Units.

### ***Amortisation Period***

*Monthly Payment Date relating to a Reference Period falling within the Amortisation Period and the Replenishment Period*

On each Monthly Payment Date relating to a Reference Period falling within the Amortisation Period and which falls within the Replenishment Period, the Management Company shall apply the credit balance of the General Collection Account (after the transfer in full of the General Reserve Account to the General Collection Account) towards the following payments or provisions in the following order of priority but in each case only to the extent that all payments or provisions of a higher priority due to be paid or provided for on such Monthly Payment Date have been made in full. Pursuant to the terms of the Issuer Regulations, each of the following payments shall be made by debiting the General Collection Account:

1. *First:* towards payment of the Interest Rate Swap Net Cashflow, if any, payable to the Issuer Swap Counterparty or the Issuer Novated Swap Counterparty (other than any Defaulted Swap Counterparty Termination Amount, if any, payable to the Issuer Swap Counterparty or the Issuer Novated Swap Counterparty);
2. *Second:* towards payment of the Issuer Fees to each relevant creditor;
3. *Third:* towards payment of the Class R Notes Interest Amount to the Class R Noteholders and of the Class A Notes Interest Amount to the Class A Noteholders;
4. *Fourth:* towards payment of the Class S Notes Interest Amount to the Class S Noteholders and of the Class B Notes Interest Amount to the Class B Noteholders;
5. *Fifth:* towards transfer into the General Reserve Account of an amount being equal to the lesser of the credit balance of the General Collection Account, and an amount being equal to the General Reserve Required Level as at such Monthly Payment Date;
6. *Sixth:* towards amortisation of the Class R Notes in an amount equal to the Class R Notes Amortisation Amount and of the Class A Notes in an amount equal to the Class A Notes Amortisation Amount;
7. *Seventh:* towards amortisation of the Class S Notes in an amount equal to the Class S Notes Amortisation Amount and of the Class B Notes in an amount equal to the Class B Notes Amortisation Amount;
8. *Eighth:* towards payment of the Monthly Receivables Purchase Amount to the Seller;
9. *Ninth:* towards transfer of the Residual Replenishment Basis into the Replenishment Account;
10. *Tenth:* towards payment of the Class T Notes Interest Amount to the Class T Noteholders and of the Class C Notes Interest Amount to the Class C Noteholders;
11. *Eleventh:* towards amortisation of the Class T Notes in an amount equal to the Class T Notes Amortisation Amount and of the Class C Notes in an amount equal to the Class C Notes Amortisation Amount;
12. *Twelfth:* towards payment of the Class D Notes Interest Amount to the Class D Noteholders and, if such Monthly Payment Date is a Series Notes Issue Date or a Series<sub>20xx-y</sub> Effective Maturity Date, amortisation of the Class D Notes in an amount equal to the Class D Notes Amortisation Amount;
13. *Thirteenth:* provided that all amounts payable into the General Reserve Account have been paid in full, towards payment to the Seller of the lesser of (i) an amount being equal to the positive difference, if any, between (a) the credit balance of the General Reserve Account as of the preceding Monthly Payment Date and (b) the credit balance of the General Reserve Account as of the relevant Monthly Payment Date, and (ii) the credit balance of the General Collection Account;

14. *Fourteenth*: towards payment of the Defaulted Swap Counterparty Termination Amount, if any, payable to the Issuer Swap Counterparty or the Issuer Novated Swap Counterparty; and
15. *Fifteenth*: towards transfer of the credit balance of the General Collection Account to the Unitholder(s) as remuneration of the Units.

*Monthly Payment Date relating to a Reference Period falling within the Amortisation Period and not falling within the Replenishment Period*

On each Monthly Payment Date relating to a Reference Period falling within the Amortisation Period and which does not fall within the Replenishment Period, the Management Company shall apply the credit balance of the General Collection Account (after the transfer in full of the General Reserve Account to the General Collection Account) towards the following payments or provisions in the following order of priority but in each case only to the extent that all payments or provisions of a higher priority due to be paid or provided for on such Monthly Payment Date have been made in full. Pursuant to the terms of the Issuer Regulations, each of the following payments shall be made by debiting the General Collection Account:

1. *First*: towards payment of the Interest Rate Swap Net Cashflow, if any, payable to the Issuer Swap Counterparty or the Issuer Novated Swap Counterparty (other than any Defaulted Swap Counterparty Termination Amount, if any, payable to the Issuer Swap Counterparty or the Issuer Novated Swap Counterparty);
2. *Second*: towards payment of the Issuer Fees to each relevant creditor;
3. *Third*: towards payment of the Class R Notes Interest Amount to the Class R Noteholders and of the Class A Notes Interest Amount to the Class A Noteholders;
4. *Fourth*: towards payment of the Class S Notes Interest Amount to the Class S Noteholders and of the Class B Notes Interest Amount to the Class B Noteholders;
5. *Fifth*: towards transfer into the General Reserve Account of an amount being equal to the lesser of the credit balance of the General Collection Account, and an amount being equal to the General Reserve Required Level as at such Monthly Payment Date;
6. *Sixth*: towards amortisation of the Class R Notes in an amount equal to the Class R Notes Amortisation Amount and of the Class A Notes in an amount equal to the Class A Notes Amortisation Amount;
7. *Seventh*: towards amortisation of the Class S Notes in an amount equal to the Class S Notes Amortisation Amount and of the Class B Notes in an amount equal to the Class B Notes Amortisation Amount;
8. *Eighth*: towards payment of the Class T Notes Interest Amount to the Class T Noteholders and of the Class C Notes Interest Amount to the Class C Noteholders;
9. *Ninth*: towards amortisation of the Class T Notes in an amount equal to the Class T Notes Amortisation Amount and of the Class C Notes in an amount equal to the Class C Notes Amortisation Amount;
10. *Tenth*: towards payment of the Class D Notes Interest Amount to the Class D Noteholders and, if such Monthly Payment Date is a Series Notes Issue Date or a Series<sub>20xx-y</sub> Effective Maturity Date, amortisation of the Class D Notes in an amount equal to the Class D Notes Amortisation Amount;
11. *Eleventh*: provided that all amounts payable into the General Reserve Account have been paid in full, towards payment to the Seller of the lesser of (i) an amount being equal to the positive difference, if any, between (a) the credit balance of the General Reserve Account as of the preceding Monthly Payment Date and (b) the credit balance of the General Reserve Account as of the relevant Monthly Payment Date, and (ii) the credit balance of the General Collection Account;

12. *Twelfth*: towards payment of the Defaulted Swap Counterparty Termination Amount, if any, payable to the Issuer Swap Counterparty or the Issuer Novated Swap Counterparty; and
13. *Thirteenth*: towards transfer of the credit balance of the General Collection Account to the Unitholder(s) as remuneration of the Units.

#### ***Accelerated Amortisation Period***

On each Monthly Payment Date relating to a Reference Period falling within the Accelerated Amortisation Period, the Management Company shall apply the credit balance of the General Collection Account towards the following payments or provisions in the following order of priority but in each case only to the extent that all payments or provisions of a higher priority due to be paid or provided for on such Monthly Payment Date have been made in full. Pursuant to the terms of the Issuer Regulations, each of the following payments shall be made by debiting the General Collection Account:

1. *First*: towards payment of the Interest Rate Swap Net Cashflow, if any, payable to the Issuer Swap Counterparty or the Issuer Novated Swap Counterparty (other than any Defaulted Swap Counterparty Termination Amount, if any, payable to the Issuer Swap Counterparty or the Issuer Novated Swap Counterparty);
2. *Second*: towards payment of the Issuer Fees to each relevant creditor;
3. *Third*: towards payment of the Class A Notes Interest Amount to the Class A Noteholders, and of the Class R Notes Interest Amount to the Class R Noteholders; in the event that the amounts standing to the credit of the General Collection Account are not sufficient to pay the Class A Notes Interest Amount and the Class R Notes Interest Amount, such amounts shall be paid *pro rata* the then available amounts;
4. *Fourth*: towards payment of the Class B Notes Interest Amount, only to the extent of the Class B Notes Senior Interest Amount, to the Class B Noteholders, and of the Class S Notes Interest Amount, only to the extent of the Class S Notes Senior Interest Amount, to the Class S Noteholders; in the event that the amounts standing to the credit of the General Collection Account are not sufficient to pay these amounts, such amounts shall be paid *pro rata* the then available amounts;
5. *Fifth*: towards amortisation of the Class A Notes and the Class R Notes; in the event that the amounts standing to the credit of the General Collection Account are not sufficient to repay in full the Class A Notes and the Class R Notes, such amounts shall be repaid *pro rata* the then available amounts;
6. *Sixth*: towards payment of the Class B Notes Interest Amount, only to the extent of the portion not paid under item 4 above, to the Class B Noteholders, and of the Class S Notes Interest Amount, only to the extent of the portion not paid under item 4 above, to the Class S Noteholders; in the event that the amounts standing to the credit of the General Collection Account are not sufficient to pay these amounts, such amounts shall be paid by debiting the General Reserve Account with the amount required to pay these amounts in full (but only to extent of the credit of the General Reserve Account); in the event that the amounts standing to the credit of the General Collection Account and the General Reserve Account are not sufficient to pay these amounts, such amounts shall be paid *pro rata* the then available amounts;
7. *Seventh*: only once the Class A Notes and the Class R Notes have been amortised in full, towards amortisation of the Class B Notes and of the Class S Notes; in the event that the amounts standing to the credit of the General Collection Account are not sufficient to repay in full the Class B Notes and the Class S Notes, such amounts shall be repaid *pro rata* the then available amounts;
8. *Eighth*: towards payment of the Class C Notes Interest Amount to the Class C Noteholders, and of the Class T Notes Interest Amount to the Class T Noteholders; in the event that the amounts standing to the

credit of the General Collection Account are not sufficient to pay the Class C Notes Interest Amount and the Class T Notes Interest Amount, such amounts shall be paid *pro rata* the then available amounts;

9. *Ninth*: only once the Class B Notes and the Class S Notes have been amortised in full, towards amortisation of the Class C Notes and of the Class T Notes; in the event that the amounts standing to the credit of the General Collection Account are not sufficient to repay in full the Class C Notes and the Class T Notes, such amounts shall be repaid *pro rata* the then available amounts;
10. *Tenth*: towards payment of the Class D Notes Interest Amount to the Class D Noteholders and amortisation of the Class D Notes in an amount equal to the Class D Notes Amortisation Amount; and
11. *Eleventh*: towards payment of the Defaulted Swap Counterparty Termination Amount, if any, payable to the Issuer Swap Counterparty or the Issuer Novated Swap Counterparty.

#### ***Other Period***

On each Monthly Payment Date relating to Reference Periods which do not fall within the Replenishment Period, the Amortisation Period and the Accelerated Amortisation Period, the Management Company shall apply the credit balance of the General Collection Account (after the transfer in full of the General Reserve Account to the General Collection Account) towards the following payments or provisions in the following order of priority but in each case only to the extent that all payments or provisions of a higher priority due to be paid or provided for on such Monthly Payment Date have been made in full. Pursuant to the terms of the Issuer Regulations, each of the following payments shall be made by debiting the General Collection Account:

1. *First*: towards payment of the Interest Rate Swap Net Cashflow, if any, payable to the Issuer Swap Counterparty or the Issuer Novated Swap Counterparty (other than any Defaulted Swap Counterparty Termination Amount, if any, payable to the Issuer Swap Counterparty or the Issuer Novated Swap Counterparty);
2. *Second*: towards payment of the Issuer Fees to each relevant creditor;
3. *Third*: towards payment of the Class R Notes Interest Amount to the Class R Noteholders;
4. *Fourth*: towards payment of the Class S Notes Interest Amount to the Class S Noteholders;
5. *Fifth*: towards transfer into the General Reserve Account of an amount being equal to the lesser of the credit balance of the General Collection Account, and an amount being equal to the General Reserve Required Level as such Monthly Payment Date;
6. *Sixth*: towards amortisation of the Class R Notes in an amount equal to the Class R Notes Amortisation Amount;
7. *Seventh*: towards amortisation of the Class S Notes in an amount equal to the Class S Notes Amortisation Amount;
8. *Eighth*: towards payment of the Class T Notes Interest Amount to the Class T Noteholders;
9. *Ninth*: towards amortisation of the Class T Notes in an amount equal to the Class T Notes Amortisation Amount;
10. *Tenth*: towards payment of the Class D Notes Interest Amount to the Class D Noteholders and amortisation of the Class D Notes in an amount equal to the Class D Notes Amortisation Amount;
11. *Eleventh*: provided that all amounts payable into the General Reserve Account have been paid in full, towards payment to the Seller of the lesser of (i) an amount being equal to the positive difference between (a) the credit balance of the General Reserve Account as of the preceding Monthly Payment Date and (b)

the credit balance of the General Reserve Account as of the relevant Monthly Payment Date, and (ii) the credit balance of the General Collection Account;

12. *Twelfth*: towards payment of the Defaulted Swap Counterparty Termination Amount, if any, payable to the Issuer Swap Counterparty or the Issuer Novated Swap Counterparty; and
13. *Thirteenth*: towards transfer of the credit balance of the General Collection Account to the Unitholder(s) as remuneration of the Units.

### **General principles**

Unless expressly provided to the contrary, in the event that the credit balance of the General Collection Account is not sufficient to pay the amounts due under a particular paragraph of any of the Priority of Payments set out above:

- (a) the relevant creditors (if more than one) entitled to receive a payment under such paragraph shall be paid in no order *inter se* but *pari passu* in proportion to their respective claims against the Issuer (except in respect of the Issuer Fees, which shall be paid in accordance with the provisions of the Issuer Regulations);
- (b) any unpaid amount(s) shall be deferred and shall be payable on the immediately following Monthly Payment Date in priority to the amounts due on that following Monthly Payment Date under the relevant paragraph of the Priority of Payments; and
- (c) such deferred unpaid amounts shall not bear interest.

## DESCRIPTION OF THE OFFERED NOTES

*This section is a summary of the key features of the Offered Notes. The information in this section does not purport to be complete and is qualified in its entirety by reference to the provisions of the Class A<sub>1-2007-1</sub> Notes Conditions and the Class B<sub>2007-1</sub> Notes Conditions.*

### General

#### *Legal Form of the Offered Notes*

The Offered Notes are:

- (a) financial instruments (*instruments financiers*) within the meaning of article L. 211-1 of the French Monetary and Financial Code;
- (b) transferable securities (*valeurs mobilières*) within the meaning of article L. 211-2 of the French Monetary and Financial Code; and
- (c) French law *obligations* as referred to in article L. 213-5 and article R. 214-99 of the French Monetary and Financial Code, the Issuer Regulations and any other laws and regulations governing *fonds communs de créances*.

#### *Book-Entry Securities*

In accordance with the provisions of article L. 211-4 of the French Monetary and Financial Code, the Offered Notes are issued in book-entry form. The Offered Notes will, upon issue, be registered in the books of Euroclear France, *société anonyme* (“**Euroclear France**”), Euroclear Bank N.V./S.A. and Clearstream Banking, which shall credit the accounts of Account Holders affiliated with Euroclear France and Clearstream Banking (the “**Relevant Clearing Systems**”). In this paragraph, “**Account Holder**” shall mean any authorised financial intermediary institution entitled to hold accounts on behalf of its customers (*entreprise d’investissement habilitée à la tenue de compte-titres*), and includes the depository banks for Clearstream Banking, *société anonyme* (“**Clearstream Banking**”) and Euroclear Bank S.A./N.V., as operator of the Euroclear System.

### Description of the Notes Issued by the Issuer

#### *General*

Pursuant to Issuer Regulations, on the Issuer Establishment Date, the Issuer will issue two classes of senior notes, four classes of subordinated notes and one class of subordinated units.

#### *Investors Notes*

Pursuant to the Issuer Regulations, the Issuer will issue:

- (a) the EUR 88,500,000 Class A<sub>1-2007-1</sub> Asset-Backed Floating Rate Notes due 18 October 2019 which (x) will be placed (i) with qualified investors (*investisseurs qualifiés*) as defined by article L. 411-2 and article D. 411-1 of the French Monetary and Financial Code and (ii) investors resident outside France and (y) will be listed and admitted to trading on the Luxembourg Stock Exchange;
- (b) the EUR 6,000,000 Class B<sub>2007-1</sub> Asset-Backed Floating Rate Notes due 18 October 2019 which (x) will be placed (i) with qualified investors (*investisseurs qualifiés*) as defined by article L. 411-2 and article D. 411-1 of the French Monetary and Financial Code and (ii) investors resident outside France and (y) will be listed and admitted to trading on Luxembourg Stock Exchange;

- (c) the EUR 5,500,000 Class C<sub>2007-1</sub> Asset-Backed Floating Rate Notes due 18 October 2019 which (x) will be subscribed by the Seller and (y) will not be listed any other market;

### **Short Term Revolving Notes**

Pursuant to the Issuer Regulations, the Issuer will issue:

- (a) the EUR 338,000,000 Class R<sub>2007-1</sub> Asset-Backed Floating Rate Notes due 18 October 2026 which (x) will be placed (i) with qualified investors (*investisseurs qualifiés*) as defined by article L. 411-2 and article D. 411-1 of the French Monetary and Financial Code and (ii) investors resident outside France and (y) will be listed and admitted to trading on Luxembourg Stock Exchange;
- (b) the EUR 338,000,000 Class R<sub>2007-2</sub> Asset-Backed Floating Rate Notes due 18 October 2026 which (x) will be placed (i) with qualified investors (*investisseurs qualifiés*) as defined by article L. 411-2 and article D. 411-1 of the French Monetary and Financial Code and (ii) investors resident outside France and (y) will be listed and admitted to trading on Luxembourg Stock Exchange;
- (c) the EUR 337,900,000 Class R<sub>2007-3</sub> Asset-Backed Floating Rate Notes due 18 October 2026 which (x) will be placed (i) with qualified investors (*investisseurs qualifiés*) as defined by article L. 411-2 and article D. 411-1 of the French Monetary and Financial Code and (ii) investors resident outside France and (y) will be listed and admitted to trading on Luxembourg Stock Exchange;
- (d) the EUR 337,900,000 Class R<sub>2007-4</sub> Asset-Backed Floating Rate Notes due 18 October 2026 which (x) will be placed (i) with qualified investors (*investisseurs qualifiés*) as defined by article L. 411-2 and article D. 411-1 of the French Monetary and Financial Code and (ii) investors resident outside France and (y) will be listed and admitted to trading on Luxembourg Stock Exchange;
- (e) the EUR 91,700,000 Class S<sub>2007-1</sub> Asset-Backed Floating Rate Notes due 18 October 2026 which (x) will be subscribed by the Seller and (y) will not be listed any other market; and
- (f) the EUR 84,100,000 Class T<sub>2007-1</sub> Asset-Backed Floating Rate Notes due 18 October 2026 which (x) will be subscribed by the Seller and (y) will not be listed any other market.

### **The Class D Notes**

Pursuant to the Issuer Regulations, the Issuer may issue the Class D Asset-Backed Floating Rate Notes which (x) will be subscribed by the Seller and (y) will not be listed any other market.

### **Units**

Pursuant to the Issuer Regulations, the Issuer will issue EUR 1,000 Asset-Backed Units due 18 October 2026 which (x) will be subscribed by the Seller and (y) will not be listed any other market.

### **Paying Agency Agreement**

By a paying agency agreement (the “**Paying Agency Agreement**”, which expression includes such document as amended, modified, novated or supplemented from time to time) dated 28 September 2007 and made between the Management Company, the Depository, Société Générale (the “**Principal Paying Agent**”) and Société Générale Bank & Trust (the “**Luxembourg Paying Agent**”), provision is made for, *inter alia*, the payment of principal and interest in respect of the Class A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes. The expression “**Paying Agent**” includes any successor or additional paying agent appointed by the Management Company and the Depository in connection with the Class A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes.

For the purpose of making the relevant representations and declarations with the French Tax Authorities as provided in Article 242 ter of the *Code général des Impôts* (General Tax Code) (“**CGI**”) the Management



Company, after obtaining the approval of the Depository, shall inform the Depository and the Paying Agents that it has decided to exercise the option contemplated in third indent of Article 49-I-ter I of Annex III of the CGI, resulting from Decree n°2005-132 of 15 February 2005 implementing Article 6 of Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments (“**Directive 2003/48/EC**”), allowing the Paying Agents to declare, for the year of their payment, interest contemplated in Article 49-I-ter III of Annex III of the CGI and received on behalf of an actual beneficiary (“*beneficiaire effectif*”) as defined in Article 49-I-ter II of Annex III of the CGI.

Each Paying Agent has acknowledged and agreed that it shall fulfil its duties and obligations as paying agent as defined in Directive 2003/48/EC and that the Management Company shall not incur any liability whatsoever for such duties and obligations.

## **Placement, Listing, Admission to Trading and Clearing**

### ***Placement***

The Class A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes will be offered for subscription in accordance with this Prospectus.

The Class R Notes will be subject to private placement under the terms of the Class R Notes Issuance Programme Prospectus.

The Class C Notes, the Class S Notes, the Class T Notes and, if any, the Class D Notes will be subscribed by the Seller.

The Units will be subscribed by the Seller.

The Management Company and the Depository may decide to list further Notes issued by the Issuer and/or to place them with the public. Such listing or placement shall be carried out in accordance with all applicable laws and regulations and with the provisions of the Issuer Regulations.

### ***Listing, Admission to Trading and Clearing***

The Class A<sub>1-2007-1</sub> Notes, the Class B<sub>2007-1</sub> Notes and the Class R Notes will be listed the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange. The Class A<sub>1-2007-1</sub> Notes, the Class B<sub>2007-1</sub> Notes and the Class R Notes will be admitted to the Clearing Systems.

None of the Class C Notes, the Class S Notes, the Class T Notes or the Units will be:

- (a) listed on any French or foreign stock exchange or traded on any French or foreign securities market (whether regulated within the meaning of Articles L. 421-1 *et seq.* of the French Monetary and Financial Code or over the counter); and
- (b) accepted for clearance through the Clearing Systems or any other French or foreign clearing system.

## **Rating**

### ***Investor Notes***

It is expected that the Investor Notes will, when issued, be assigned:

- (a) an “Aaa” rating by Moody’s and “AAA” rating by Standard & Poor’s in respect of the Class A<sub>1-2007-1</sub> Notes; and
- (b) an “Aa3” rating by Moody’s and “A” rating by Standard & Poor’s in respect of the Class B<sub>2007-1</sub> Notes.

The Class C Notes will not be rated by the Rating Agencies.

### ***Short Term Revolving Notes***

It is expected that the Short Term Revolving Notes will, when issued, be assigned:

- (a) an “Aaa” rating by Moody’s and “AAA” rating by Standard & Poor’s in respect of the Class R Notes; and
- (b) an “Aa3” rating by Moody’s and “A” rating by Standard & Poor’s in respect of the Class S Notes.

The Class T Notes will not be rated by the Rating Agencies.

### ***Class D Notes***

The Class D Notes (if any) will not be rated by the Rating Agencies.

### ***Units***

The Units are not, and will not be, rated by the Rating Agencies.

## **Procedure relating to the Issuance of New Notes**

### ***General***

On any Monthly Payment Date relating to a Reference Period falling within the Replenishment Period after the Closing Date, the Issuer shall be entitled to issue further Series of Class R Notes, Class S Notes and Class T Notes in order to finance the acquisition of further Eligible Receivables on such relevant Monthly Payment Date and, as applicable, to repay any outstanding Note.

### ***Requirements for Issuance of New Notes***

On each Monthly Payment Date relating to a Reference Period falling within the Replenishment Period, upon receipt from the Servicer of Monthly Report, the Issuer shall issue further Series of Class R Notes, of Class S Notes and of Class T Notes in accordance with, and subject to, the provisions of the Issuer Regulations.

The issuance of any further Class R Note shall be subject to the satisfaction, on the 2<sup>nd</sup> Business Day preceding the relevant Monthly Payment Date as determined by the Management Company on such date, that the issuance of further Class R Notes, Class S Notes and Class T Notes and, if applicable, of further Class A Notes, Class B Notes and Class C Notes as of any Issue Date, will not result in the sum of the Investor Notes Outstanding Amount and of the Short Term Revolving Notes Outstanding Amount being higher than €5,000,000,000 as of such Issue Date.

### ***Determination of the Issue Amount***

The aggregate nominal amount of Class R Notes, Class S Notes and Class T Notes to be issued on any Monthly Payment Date falling within the Replenishment Period (if any) shall be equal to the Short Term Revolving Notes Issue Amount as determined by the Management Company on the relevant Calculation Date, provided that:

- (a) the aggregate nominal amount of Class R Notes to be issued shall be equal to the Class R Notes Issue Amount as of the relevant Monthly Payment Date;
- (b) the aggregate nominal amount of Class S Notes to be issued shall be equal to the Class S<sub>20xx-y</sub> Notes Issue Amount as of the relevant Monthly Payment Date;
- (c) the aggregate nominal amount of Class T Notes to be issued shall be equal to the Class T<sub>20xx-y</sub> Notes Issue Amount as of the relevant Monthly Payment Date;
- (d) in the event that the number of Class R Notes, Class S Notes or Class T Notes to be issued is not a round number, the aggregate number of Class R Notes and/or of Class S Notes and/or of Class T Notes to be issued shall be rounded upwards to the nearest round number;

- (e) the financial conditions of the Class R Notes to be issued on the relevant Monthly Payment Date, shall be identical to those set out in section “TERMS AND CONDITIONS OF THE CLASS R NOTES” of the Class R Notes Issuance Prospectus.

***Procedure applicable to further Issues***

*Offer to Subscribe*

Upon the accomplishment of the tasks to be carried out in accordance with the provisions of the Issuer Regulations, the Management Company shall notify the Subscriber and any other potential Noteholders, with a copy to the Depository on the Business Day following the relevant Calculation Date, of the offer to subscribe to the proposed issue of Class R Notes, Class S Notes and Class T Notes on the next following Monthly Payment Date to which shall be attached each draft Issue Document jointly established by the Management Company and the Depository in accordance with the provisions of the Issuer Regulations, and with respect to the Class R Notes, together with the relevant Final Terms.

*Agreement to Subscribe*

Upon reception of the offer to subscribe referred to above, the Subscriber and any other potential Noteholder shall inform the Management Company and the Depository of their decision to subscribe to such issue on the Business Day following the relevant Calculation Date, in respect of any proposed issue of Class R Notes, Class S Notes and Class T Notes. The Subscriber and any other potential Noteholder shall be under no obligation to subscribe at any time the new Notes.

In the event of a refusal by the Subscriber and any other potential Noteholder to subscribe to a proposed issue, the issue of further Class R Notes, Class S Notes and Class T Notes shall not occur.

*Subscription and Settlement*

Upon the effective subscription for the Class R Notes, the Class S Notes and the Class T Notes issued on a given Monthly Payment Date, the relevant Subscriber and any other potential Noteholder shall pay the Management Company the subscription price in respect thereof by crediting the General Collection Account.

**Issue Document and Final Terms**

In respect of any further issue of Class R Notes, Class S Notes and Class T Notes, the Management Company and the Depository shall jointly establish and execute an issue document (the “**Issue Document**”), which shall specify the following particulars of the Class R Notes, the Class S Notes and the Class T Notes and, if applicable, of the Class A Notes and Class B Notes relating thereto:

- (a) the relevant Issue Date and, as applicable, the relevant Class R<sub>20xx-y</sub> Notes Issue Date, Class S<sub>20xx-y</sub> Notes Issue Date and Class T<sub>20xx-y</sub> Notes Issue Date;
- (b) the identification number of the relevant Notes, as set out in the provisions of the Issuer Regulations;
- (c) the reference of the relevant Series;
- (d) the number of Class R Notes, of Class S Notes and of Class T Notes issued on the relevant Issue Date; and
- (e) the aggregate nominal value of the Class R Notes, of the Class S Notes and of the Class T Notes issued on that Issue Date.

In respect of any further issue of Class R Notes, the Management Company and the Depository shall also jointly establish and execute the Final Terms.

## **DESCRIPTION OF THE ASSETS OF THE ISSUER**

Pursuant to the Issuer Regulations and the other relevant Issuer Transaction Documents, the Assets of the Issuer consist of (i) the Receivables and their Ancillary Rights purchased by the Issuer on each Monthly Payment Dates under the terms of the Master Receivables Purchase Agreement, (ii) payments of principal, interest, prepayments, late penalties (if any) and any other amounts received in respect of the Receivables purchased by the Issuer, (iii) the sums standing on the Issuer Bank Accounts, (iv) the swap net payments under the Issuer Swap Agreement, to be received, as the case may be, under the Interest Rate Swap Agreement and (v) any other rights transferred to the Issuer under the terms of the Issuer Transaction Documents.

## DESCRIPTION OF THE AUTO LOAN AGREEMENTS AND THE RECEIVABLES

The Transferred Receivables, the ownership of which will be assigned to the Issuer on each Transfer Date, will be based on a portfolio of German law Auto Loan Agreements as originated by the Seller for the purchase of New Cars and Used Cars.

### Eligibility Criteria

The Seller will represent and warrant to the Issuer and the Management Company under the Master Receivables Transfer Agreement that each of the Receivables to be transferred to the Issuer, together with the related Auto Loan Agreement, shall, on the Cut-Off Date preceding the relevant Transfer Date satisfy the Eligibility Criteria, set out below:

- (a) each Receivable derives from an Auto Loan Agreement:
  - (i) which has been entered into between the Seller and a Borrower, excluding any Auto Loan Agreement under the ARENA-Employee-Loan-Programme;
  - (ii) which is legally valid and binding in accordance with its terms and all applicable laws, rules and regulations (in particular with respect to consumer protection and data protection) and all required consents, approvals and authorisations have been obtained in respect thereof;
  - (iii) which has been originated in the ordinary course of the Seller's business in accordance with its underwriting and management procedures and is based on the Seller's general terms and conditions of business; and
  - (iv) which has been entered into in connection with the purchase of one Vehicle by the Borrower and is secured by the relevant Vehicle, and at the time of sale and assignment of the relevant Receivable and of the related Ancillary Rights the Seller has no direct possession (*unmittelbaren Besitz*) but indirect possession (*mittelbaren Besitz*) of, and a valid claim for return of (*Herausgabeanspruch*) the Vehicle;
  - (v) which has not been terminated;
- (b) each Receivable is governed by German law;
- (c) each Receivable is a fully disbursed loan;
- (d) each Receivable is due from a Borrower who is not insolvent (*zahlungsunfähig* including imminent inability to pay its debts (*drohende Zahlungsunfähigkeit*)) or overindebted (*überschuldet*) and against whom no proceedings for the commencement of insolvency proceedings are pending in any jurisdiction;
- (e) the Seller is not prohibited to sell, transfer or assign its rights in respect of the Receivables and the Receivables may be transferred by way of sale and assignment and, subject to the applicable provisions of German data protection, such transfer is not limited by contractual or legal provisions nor any requirement to give notice or obtain consent from the Borrower in relation to any such transfer or assignment;
- (f) to the extent that the relevant Borrower is a consumer pursuant to Section 13 of the German Civil Code the Seller has fully complied with all applicable consumer legislation and the related Auto Loan Agreements comply with the requirements thereof, in particular contain legally accurate instructions in respect of the right of revocation (*Widerrufsrecht*) of the Borrowers and any applicable right of revocation (*Widerrufsrecht*) or right to return (*Rückgaberecht*) of such Borrower with respect to the relevant Auto Loan Agreement or the relevant Vehicle has irrevocably lapsed;

- (g) the Seller may dispose of the Receivable free from third party rights and the Receivable is not subject to any adverse claim, dispute, set-off, counterclaim or defence whatsoever;
- (h) the Seller may dispose of the Ancillary Rights, in particular the security title (*Sicherungseigentum*) to the related Vehicle in accordance with the Auto Loan Agreement;
- (i) the Seller has not entered into an agreement with a Borrower in respect of the Receivable according to which the repayment of the Receivable would be suspended;
- (j) the Seller has proper documentation in place for such Receivable and it is distinguishable from other claims of the Seller;
- (k) the interest rate applicable to each Receivable is fixed;
- (l) each Receivable is neither a Defaulted Receivable, nor a Delinquent Receivable and more generally is not subject to litigation;
- (m) each Receivable is amortised on a monthly basis and gives rise to monthly Instalments;
- (n) the Borrower is a German resident individual and is not a legal entity, as provided for in the corresponding Auto Loan Agreement;
- (o) the Margin of each Receivable as of the relevant Cut-Off Date is at least equal to 1 per cent. and is not greater than 12.5 per cent.;
- (p) at the relevant Cut-Off Date each Receivable has a remaining term to maturity not exceeding 84 months and not less than 1 month;
- (q) each Receivable is payable in euro;
- (r) each Receivable is payable by direct debits (*Einzugsermächtigung*);
- (s) in respect of each Receivable, the sum of the age of the relevant Vehicle as at the corresponding Auto Loan Effective Date and the maturity of the Auto Loan Agreement is less than 12 years;
- (t) when a Receivable results from an Auto Loan Agreement With Balloon Payments, the amount of the balloon payment is smaller than 65 per cent. of the sale price of the corresponding Vehicle as at the corresponding Auto Loan Effective Date;
- (u) at least one Instalment has been paid in full by the relevant Borrower such that the Principal Outstanding Balance of the Auto Loan Agreement is lower than the initial Principal Outstanding Balance as at the relevant Auto Loan Effective Date;
- (v) the Borrower does not hold any deposit with the Seller;
- (w) the initial Principal Outstanding Balance of the Receivable (less as the case may be the Insurance Premium) is equal to or below the value of the corresponding Vehicle as at the corresponding Auto Loan Effective Date;
- (x) the current Principal Outstanding Balance of each Receivable is higher than €100; and
- (y) each Receivable is not subject to a total pre-payment by the relevant Borrower.

## **Eligibility Criteria of the Global Portfolio**

- (a) Notwithstanding compliance with the above-mentioned Eligibility Criteria, no Receivable shall be considered an Eligible Receivable on the Transfer Date relating to any Reference Period if, on the Cut-Off Date relating to such Reference Period:
- (i) the Used Car Financing Ratio is over 60 per cent.; in the event that the acquisition of the Production of Eligible Receivables relating to a given Transfer Date would result in the Used Car Financing Ratio being over 60 per cent., then only a portion of the Auto Loans relating to Used Cars comprised in such Production of Eligible Receivables, as determined by drawing lots by the Management Company, shall be transferred to the Issuer in order that the Used Car Financing Ratio remains under 60 per cent.; the Receivables that have not been drawn shall not be considered as being part of the relevant Transfer Offer;
  - (ii) the Weighted Average Margin is below 2 per cent.; in the event that the acquisition of the Production of Eligible Receivables relating to a given Transfer Date would result in the Weighted Average Margin being below 2 per cent., then only a portion of such Production of Eligible Receivables corresponding to the Eligible Receivables having the highest Margin, as selected by the Management Company, shall be transferred to the Issuer in order that the Weighted Average Margin remains over 2 per cent.; the Receivables that have not been selected by the Management Company among the Receivables with the highest Margin shall not be considered as being part of the relevant Transfer Offer;
  - (iii) the Weighted Average Seasoning is below 9 months; in the event that the acquisition of the Production of Eligible Receivables relating to a given Transfer Date would result in the Weighted Average Seasoning being below nine months, then only a portion of such Production of Eligible Receivables corresponding to the Eligible Receivables having the longer seasoning, as selected by the Management Company, shall be transferred to the Issuer in order that the Weighted Average Seasoning remains over 9 months; the Receivables that have not been selected by the Management Company among the Receivables with the longest seasoning shall not be considered as being part of the relevant Transfer Offer;
- (b) notwithstanding compliance with the above-mentioned Eligibility Criteria, if the Issuer Swap Counterparty has agreed to enter into one or more hedging arrangements having an aggregate notional amount, which is less than the Principal Outstanding Balance of the relevant Production of Eligible Receivables, only a portion of the Auto Loan Agreements in such Production of Eligible Receivables, as determined by drawing lots by the Management Company, having a Principal Outstanding Balance equal to the aggregate of the notional amounts of the hedging arrangements to which the Issuer Swap Counterparty has committed, shall be transferred to the Issuer; the Receivables that have not been drawn shall not be considered as being part of the relevant Transfer Offer.

## **Additional Representations and Warranties**

### ***General***

The Seller shall give additional representations and warranties in relation to the Receivables to be transferred by it to the Issuer, the underlying Auto Loan Agreements and the related Borrowers to the effect that, among other matters:

- (a) the Seller has full title over the Receivables and their Ancillary Rights are free of any encumbrances;

- (b) the Auto Loan Agreements and the Contractual Documents relating to the relevant Receivable (and to any related Ancillary Rights) are governed by German law and constitute legal, valid and binding obligations of the Borrowers;
- (c) the Auto Loan Agreements have been entered into by the Seller pursuant to its usual procedures in respect of the acceptance of auto loans;
- (d) the amounts received in connection with any given Receivable can be identified and segregated from the amounts pertaining to any other Receivable and from the amounts pertaining to all other receivables of the Seller;
- (e) the Seller has performed all of its obligations in connection with the Receivables;
- (f) the Receivables have not been the subject of a writ being served (*Klagezustellung*) by the Borrowers or by any other third party on any ground whatsoever;
- (g) the Receivables are not subject, *inter alia*, in whole or in part, to any prohibition on payment, protest, lien, cancellation right, suspension, set-off, counter claim, judgement, claim, refund or any other similar events which are likely to reduce the amount due in respect of the Receivable;
- (h) the payments due from the Borrowers in connection with the Receivables are not subject to withholding tax;
- (i) any given auto loan agreements will finance the purchase of the same Vehicle until the repayment date of such auto loan agreement and that the Borrower shall remain the same until the repayment date of such auto loan agreement. In the event that the financed Vehicle is substituted before the repayment date of any auto loan agreement or in the event that the initial Borrower substituted before the repayment date; and
- (j) the Receivables are not excluded from the automated treatment.

### ***Rescission***

The Seller shall represent and warrant that the Transferred Receivables shall comply with paragraphs (i) and (j) above as of the relevant Transfer Date. If any Transferred Receivables shall not comply with paragraphs (i) and (j) above, the assignment of the corresponding affected receivable(s) shall be rescinded and the Seller shall pay the Issuer, in accordance with and subject to the provisions of the Master Receivables Transfer Agreement, an amount equal to the relevant Non-Compliance Payment.

### **Non-Compliance of the Transferred Receivables**

#### ***Undertakings of the Seller***

The Receivables shall be purchased by the Issuer in consideration of representations, warranties and undertakings given by the Seller as to their conformity with the applicable Eligibility Criteria.

Pursuant to the provisions of the Master Receivables Transfer Agreement, if, at any time after the date of execution of the Master Receivables Transfer Agreement, the Seller or in relation to a Transferred Receivable the Management Company becomes aware that any of the representations, warranties and undertakings referred to above was false or incorrect by reference to the facts and circumstances existing on the date on which the relevant representation or warranty was made, then:

- (a) that party shall inform the other parties without delay by written notice; and
- (b) the Seller shall remedy the breach on the earliest of the 5<sup>th</sup> Business Day from the day on which the Seller became aware of such breach, or the 5<sup>th</sup> Business Day following receipt of the said written notification.



If such breach is not or is not capable of being remedied, then the transfer of such Affected Receivable shall automatically be deemed null and void without any further formalities (*résolu de plein droit*) and the Seller shall pay to the Issuer, in accordance with and subject to the provisions of the Master Receivables Transfer Agreement, an amount equal to the relevant Non-Compliance Payment.

***Limits of the Representations and Warranties***

The representations, warranties and undertakings given by the Seller in respect of the conformity of the Transferred Receivables to the applicable Eligibility Criteria under the terms of the Master Receivables Transfer Agreement do not give rise to any guarantee. Under no circumstances may the Management Company request an additional indemnity from the Seller in respect of such representations, warranties and undertakings.

The Seller does not guarantee the creditworthiness of the Borrowers or the effectiveness and/or the economic value of the Ancillary Rights. Moreover, the above representations, warranties and undertakings do not provide the Noteholders with any enforcement right *vis-à-vis* the Seller, the Management Company being the only entity authorised to represent the interests of the Issuer *vis-à-vis* any third party and under any legal proceedings in accordance with Article L. 214-48 of the French Monetary and Financial Code.

## DESCRIPTION OF THE MASTER RECEIVABLES TRANSFER AGREEMENT

*The following section relating to the purchase of the Eligible Receivables is a summary of certain provisions contained in the Master Receivables Transfer Agreement and refers to the detailed provisions of the terms and conditions of each of this document.*

### **Purchase of Receivables**

#### ***Initial Purchase of Eligible Receivables***

On or before the Issuer Establishment Date, the Seller and the Issuer, represented by the Management Company, entered into the Master Receivables Transfer Agreement pursuant to which the Issuer agreed to purchase from the Seller and the Seller agreed to assign and transfer to the Issuer all the Seller's right, title and interest in and to the Eligible Receivables, subject to and in accordance with French law and the provisions set out in the Master Receivables Transfer Agreement.

#### ***Purchase of Further Eligible Receivables***

According to the provisions of Article L. 214-43 and article R. 214-109 of the French Monetary and Financial Code, of the Issuer Regulations and of the Master Receivables Transfer Agreement, the Issuer shall be entitled to purchase further Eligible Receivables from the Seller during the Replenishment Period. The Management Company, acting in the name and on behalf of the Issuer, will agree to purchase from the Seller further Eligible Receivables pursuant to the terms and conditions set out hereinafter.

### **Transfer of the Receivables and of the Ancillary Rights**

Pursuant to article L. 214-43 of the French Monetary and Financial Code, the transfer of the Receivables and their Ancillary Rights shall be made by way of a "deed of transfer" (*acte de cession*) satisfying the requirements of article L. 214-43 and article R. 214-109 of the French Monetary and Financial Code.

Article L. 214-43 of the French Monetary and Financial Code provides that "*the assignment of receivables shall take effect between the parties (i.e. the assignor and the Issuer in its capacity as transferee) and shall be enforceable vis-à-vis third parties as of the date specified in the deed of transfer, irrespective of the origination date, the maturity date or the due date of such receivables with no further formalities regardless of the law governing the transferred receivables and the law of the domicile of the assigned debtors. The delivery of the deed of transfer shall entail the automatic transfer of any security interest, guarantees and ancillary rights attached to each receivable, including mortgages, and the enforceability of such transfer vis-à-vis third parties, with no further formalities*".

The Receivables and the Ancillary Rights shall at the same time be assigned under and in accordance with German law.

Pursuant to article R. 214-109 of the French Monetary and Financial Code the Seller shall, when required to do so by the Management Company, carry out any act of formality in order to protect, amend, perfect, release or enforce any of the Ancillary Rights relating to the Transferred Receivables.

### **Conditions Precedent to the Purchase of Further Eligible Receivables**

#### ***General***

The Management Company shall verify that the following Conditions Precedent to the purchase of further Eligible Receivables are satisfied no later than the 2nd Business Day preceding the relevant Transfer Date:

- (a) no Replenishment Termination Event has occurred;

- (b) no Seller Potential Event of Default has occurred and is continuing;
- (c) no Servicer Potential Event of Default has occurred and is continuing;
- (d) the Management Company has received all confirmations, representations, warranties, certificates and other information or documents from all parties to the Issuer Transaction Documents, which are required under the Issuer Transaction Documents;
- (e) the acquisition of further Eligible Receivables does not entail the downgrading of the then current rating of the Rated Notes;
- (f) the Issuer has obtained a commitment relating to the financing required to fund the acquisition and the holding of all the Eligible Receivables referred to in the corresponding Transfer Offer, as contemplated by the Issuer Regulations;
- (g) one or more hedging transactions having an aggregate notional amount equal to the Principal Outstanding Balance of the relevant Production of Eligible Receivables have been entered into with a swap counterparty who is an Eligible Bank having the Required Ratings or whose obligations are guaranteed by an Eligible Bank having the Required Ratings, either pursuant to the Issuer Swap Agreement or pursuant to any other agreement on substantially similar terms;
- (h) the Used Car Financing Ratio as at the relevant Cut-Off Date is less than or equal to 60 per cent.;
- (i) the Weighted Average Margin as at the relevant Cut-Off Date is equal to or greater 2 per cent.;
- (j) the Weighted Average Seasoning as at the relevant Cut-Off Date is above 9 months;
- (k) On any Calculation Date following a Reference Period after the Issuer Establishment Date, the General Reserve Estimated Balance as at such Calculation Date is equal to the General Reserve Required Level, or, if the General Reserve Estimated Balance as at such Calculation Date is lower than the General Reserve Required Level, no later than three (3) Business Days preceding the relevant Transfer Date, the Seller has paid an amount such that the General Reserve Estimated Balance is at least equal to the General Reserve Required Level;
- (l) the Issuer Net Margin is equal to or higher than zero;
- (m) on the third (3<sup>rd</sup>) Business Day preceding the relevant Monthly Payment Date, the Seller has paid to the Issuer into the Additional Income Account the amount referred to in the provisions of the Additional Income Cash Collateral Agreement as notified to it on the Business Day following the relevant Calculation Date by the Management Company; and
- (n) in the event that any of the ratings of RCI Banque's long-term unsecured, unsubordinated and unguaranteed debt obligations is downgraded to lower than "BBB-" by Standard & Poor's, delivery by the Seller to the Management Company and the Rating Agencies of a solvency certificate.

***Procedure***

The procedure applicable to the acquisition by the Issuer of further Eligible Receivables from the Seller shall be as follows:

- (a) on each Transfer Date relating to a Reference Period falling within the Replenishment Period, the Seller shall issue a German and a French Transfer Document to be executed by the Management Company and the Depository, attaching a Computer File including an encoded list of all of the Production of Eligible Receivables relating to such Transfer Date;

- (b) on such Transfer Date, the Issuer shall pay to the Seller the Monthly Receivables Purchase Amount applicable to the Production of Eligible Receivables, by debiting the General Collection Account in accordance with the provisions of the relevant Priority of Payments;
- (c) the Issuer shall be entitled to all Collections relating to the relevant Monthly Production of Eligible Receivables from the relevant Transfer Effective Date;
- (d) the Management Company shall apply the procedure referred to in the Issuer Regulations relating to the issue of the relevant Class R Notes, Class S Notes and Class T Notes; and
- (e) as applicable, the Management Company shall apply the procedure referred to in the Issuer Regulations relating to the issue of a further Series of Class A Notes, Class B Notes, Class C Notes and, as the case may be, Class D Notes.

### **Suspension of Purchases of further Eligible Receivables**

Purchases of further Receivables on any Transfer Date may be suspended in the event that none of the Receivables satisfy the Eligibility Criteria and/or in the event that the Conditions Precedent are not fulfilled on the due date.

Without prejudice to the statutory duties of the Management Company under all applicable laws and regulations and subject to the verification by the Management Company of the Conditions Precedent relating to any Transfer Offer, the Management Company shall not, before issuing any Acceptance, make any independent investigation in relation to the Seller, the Eligible Receivables (including the Ancillary Rights), the Borrowers, the Contractual Documents and the solvency of any Borrowers. The Acceptance of any Transfer Offer shall be delivered by the Management Company on the assumption that each of the representations and warranties and undertakings given by the Seller in the Master Receivables Transfer Agreement and by the Servicer in the Servicing Agreement is true, accurate and complete in all respects when rendered or deemed to be repeated and that each of the undertakings given by the Seller and the Servicer shall be complied with at all relevant times.

### **Receivables Transfer Price**

The Receivables Transfer Price for the Eligible Receivables offered for transfer by means of a Transfer Offer on any given Calculation Date shall be equal to the aggregate of the Principal Outstanding Balance relating to each of the relevant Eligible Receivables and as set out in such Transfer Offer.

The Receivables Transfer Price of the Eligible Receivables shall be paid on the relevant Transfer Date as specified by the Seller in the corresponding Transfer Offer by, or on behalf of, the Issuer by way of transferring the said Receivables Transfer Price to the credit of an account of the Seller.

### **Re-transfer Option**

The Seller shall have the right, but not the obligation, to request the Management Company to transfer back to it, in compliance with Articles L. 214-43 *et seq.* of the French Monetary and Financial Code, one or more Transferred Receivables, provided that such Receivables are deemed “*échues*” (matured, due and payable) or “*déchues de leur terme*” (accelerated or defaulted). The Management Company shall be free to accept or reject, in whole or in part and in its absolute discretion, the corresponding Re-transfer Request. If the Management Company, in its absolute discretion, agrees to accept, in whole or in part, a Re-transfer Request, the Management Company shall re-transfer under French and German law the relevant Receivables to the Seller and the Seller shall pay the relevant Re-transferred Amount to the Issuer in accordance with the procedure set out in the Master Receivables Transfer Agreement.

### **Representations and Warranties**

The Seller will represent and warrant to the Issuer, inter alia, in the terms summarised below:

- (a) as a general matter in relation to itself:
  - (i) RCI Banque S.A. is duly incorporated with limited liability under the laws of France and RCI Banque S.A. Niederlassung Deutschland is the German branch of RCI Banque S.A., operating under and in accordance with German laws;
  - (ii) its entering into and performance of its obligations have been duly authorised by all necessary corporate bodies and other actions and do not contravene any applicable laws or agreements binding upon it;
  - (iii) it is not subject to or threatened by any legal or other proceedings which, if the outcome was unfavourable, would significantly affect the ability of the Seller to perform its obligations under the Issuer Transaction Documents to which it is a party;
  - (iv) since 30 June 2007, there has not been any change in the Seller’s financial situation or activities that would be of such nature as to significantly affect the Seller’s ability to perform its obligations under the Issuer Transaction Documents to which it is a party; and
  - (v) there is no Seller Event of Default, or, to the knowledge of the Seller, no Potential Seller Event of Default, and
- (b) specifically, that the Receivables sold by it, the related Auto Loan Agreements and the Borrowers satisfied all of the Eligibility Criteria as of the relevant Cut-Off Date.

The Seller will also give the additional representations and warranties in relation to the Receivables, the Auto Loan Agreements and the Borrowers as detailed in section “THE AUTO LOAN AGREEMENTS AND THE RECEIVABLES – Additional Representations and Warranties”.

### **Governing Law and Submission to Jurisdiction**

The Master Receivables Transfer Agreement will be governed by French law, provided that German law (Sections 398 et seq. and 929 et seq. of the German Civil Code) will also apply to certain provisions in relation to any transfer or re-transfer of the Receivables and the Ancillary Rights from the Seller to the Issuer. Any dispute in connection with these agreements will be submitted to the jurisdiction of commercial courts of Paris, France.

## STATISTICAL INFORMATION

The following statistical information has been prepared in relation to the provisional portfolio of receivables to be transferred to the Issuer and which respect the eligibility criteria as at 30 June 2007, on the basis of information supplied by RCI Banque S.A. Niederlassung Deutschland and RCI Banque. The characteristics of the Eligible Receivables transferred to the Issuer on the Closing Date will not be identical to the characteristics of the Eligible Receivables described below due to, inter alia, scheduled payments and prepayments made in respect of Eligible Receivables between 30 June 2007 and the Closing Date.

### Category of Vehicles

Cut-off Date: 30/06/2007

New / Used	Aggregate Current Outstanding	%	Number of Loans	%
New	884,469,291	53.64%	110,765	43.56%
Used	764,478,490	46.36%	143,493	56.44%
Total	1,648,947,781	100.00%	254,258	100.00%

### Category of Auto Loans and Vehicles

Cut-off Date: 30/06/2007

Vehicle/Loan category	Aggregate Current Outstanding	%	Number of Loans	%
New Amortizing	566,267,688	34.34%	83,812	32.96%
Used Amortizing	717,356,376	43.50%	138,200	54.35%
New Balloon	318,201,603	19.30%	26,953	10.60%
Used Balloon	47,122,114	2.86%	5,293	2.08%
Total	1,648,947,781	100.00%	254,258	100.00%

## Remaining Principal Outstanding Balance

Cut-off Date: 30/06/2007

Remaining Outstanding	New Amortising		Used Amortising		New Balloon		Used Balloon		Total	
	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%
0 < x ≤ 1,000	3,280,475	0.58%	6,867,756	0.96%	646	0.00%	1,802	0.00%	10,150,680	0.62%
1,000 < x ≤ 2,000	10,585,696	1.87%	24,257,346	3.38%	38,477	0.01%	82,105	0.17%	34,963,623	2.12%
2,000 < x ≤ 3,000	18,978,842	3.35%	41,998,911	5.85%	322,652	0.10%	445,668	0.95%	61,746,074	3.74%
3,000 < x ≤ 4,000	26,904,522	4.75%	58,229,396	8.12%	997,320	0.31%	1,182,710	2.51%	87,313,948	5.30%
4,000 < x ≤ 5,000	34,537,207	6.10%	69,802,492	9.73%	2,358,659	0.74%	1,883,436	4.00%	108,581,794	6.58%
5,000 < x ≤ 6,000	39,585,511	6.99%	74,807,897	10.43%	5,179,839	1.63%	3,136,352	6.66%	122,709,600	7.44%
6,000 < x ≤ 7,000	43,926,651	7.76%	70,437,235	9.82%	9,216,659	2.90%	3,573,302	7.58%	127,153,847	7.71%
7,000 < x ≤ 8,000	46,739,988	8.25%	65,069,101	9.07%	14,292,721	4.49%	3,998,013	8.48%	130,099,823	7.89%
8,000 < x ≤ 9,000	45,519,460	8.04%	60,659,993	8.46%	20,316,858	6.38%	3,955,604	8.39%	130,451,916	7.91%
9,000 < x ≤ 10,000	42,278,646	7.47%	50,478,123	7.04%	27,018,872	8.49%	3,819,938	8.11%	123,595,579	7.50%
10,000 < x ≤ 11,000	38,008,386	6.71%	43,734,983	6.10%	29,707,072	9.34%	3,765,323	7.99%	115,215,764	6.99%
11,000 < x ≤ 12,000	32,445,660	5.73%	35,386,475	4.93%	29,607,252	9.30%	3,313,546	7.03%	100,752,932	6.11%
12,000 < x ≤ 13,000	29,516,815	5.21%	27,285,628	3.80%	28,718,460	9.03%	3,295,411	6.99%	88,816,314	5.39%
13,000 < x ≤ 14,000	26,443,217	4.67%	21,307,576	2.97%	23,947,326	7.53%	2,911,636	6.18%	74,609,754	4.52%
14,000 < x ≤ 15,000	22,578,207	3.99%	17,108,702	2.38%	21,952,913	6.90%	2,349,520	4.99%	63,989,342	3.88%
15,000 < x ≤ 16,000	18,613,950	3.29%	12,741,411	1.78%	17,900,377	5.63%	1,792,392	3.80%	51,048,129	3.10%
16,000 < x ≤ 17,000	14,506,884	2.56%	9,654,107	1.35%	16,223,138	5.10%	1,619,330	3.44%	42,003,459	2.55%
17,000 < x ≤ 18,000	11,650,060	2.06%	6,745,024	0.94%	12,785,274	4.02%	1,310,172	2.78%	32,490,530	1.97%
18,000 < x ≤ 19,000	10,698,508	1.89%	4,968,434	0.69%	10,959,423	3.44%	870,396	1.85%	27,496,760	1.67%
19,000 < x ≤ 20,000	8,289,518	1.46%	3,813,359	0.53%	9,406,108	2.96%	1,226,633	2.60%	22,735,618	1.38%
20,000 < x ≤ 21,000	7,304,310	1.29%	2,844,360	0.40%	8,182,775	2.57%	428,677	0.91%	18,760,122	1.14%
21,000 < x ≤ 22,000	5,629,975	0.99%	2,385,292	0.33%	6,415,912	2.02%	473,203	1.00%	14,904,382	0.90%
22,000 < x ≤ 23,000	4,062,641	0.72%	1,886,301	0.26%	4,780,496	1.50%	382,429	0.81%	11,111,867	0.67%
23,000 < x ≤ 24,000	4,321,142	0.76%	1,080,195	0.15%	4,413,804	1.39%	209,464	0.44%	10,024,606	0.61%
24,000 < x ≤ 25,000	3,329,973	0.59%	879,659	0.12%	2,791,412	0.88%	195,531	0.41%	7,196,575	0.44%
25,000 < x	16,531,443	2.92%	2,926,620	0.41%	10,667,159	3.35%	899,524	1.91%	31,024,745	1.88%
<b>Total</b>	<b>566,267,688</b>	<b>100.00%</b>	<b>717,356,376</b>	<b>100.00%</b>	<b>318,201,603</b>	<b>100.00%</b>	<b>47,122,114</b>	<b>100.00%</b>	<b>1,648,947,781</b>	<b>100.00%</b>

Min	100	100	646	809
Max	50,857	76,706	46,463	44,150
Weighted Average	6,756	5,191	11,806	8,903

# Initial Principal Outstanding Balance

Cut-off Date: 30/06/2007

Initial Outstanding	New Amortising		Used Amortising		New Balloon		Used Balloon		Total	
	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%
0 < x ≤ 1,000	423	0.00%	1,341	0.00%	-	0.00%	-	0.00%	1,764	0.00%
1,000 < x ≤ 2,000	166,873	0.03%	1,172,465	0.16%	10,833	0.00%	14,127	0.03%	1,364,297	0.08%
2,000 < x ≤ 3,000	791,503	0.14%	5,916,331	0.82%	93,198	0.03%	75,372	0.16%	6,876,403	0.42%
3,000 < x ≤ 4,000	2,549,314	0.45%	16,060,700	2.24%	386,569	0.12%	341,842	0.73%	19,338,425	1.17%
4,000 < x ≤ 5,000	5,768,473	1.02%	29,881,111	4.17%	1,128,969	0.35%	903,781	1.92%	37,682,334	2.29%
5,000 < x ≤ 6,000	10,646,363	1.88%	47,527,257	6.63%	2,479,726	0.78%	1,768,344	3.75%	62,421,691	3.79%
6,000 < x ≤ 7,000	16,524,836	2.92%	62,443,507	8.70%	5,044,951	1.59%	2,878,048	6.11%	86,891,342	5.27%
7,000 < x ≤ 8,000	22,662,456	4.00%	65,433,988	9.12%	9,320,751	2.93%	3,440,262	7.30%	100,857,457	6.12%
8,000 < x ≤ 9,000	30,258,415	5.34%	63,962,058	8.92%	15,255,216	4.79%	3,662,376	7.77%	113,138,064	6.86%
9,000 < x ≤ 10,000	38,039,968	6.72%	61,945,534	8.64%	21,802,117	6.85%	3,958,375	8.40%	125,745,994	7.63%
10,000 < x ≤ 11,000	42,457,397	7.50%	59,308,754	8.27%	25,715,556	8.08%	3,859,525	8.19%	131,341,233	7.97%
11,000 < x ≤ 12,000	39,639,641	7.00%	50,513,093	7.04%	27,034,800	8.50%	3,819,685	8.11%	121,007,219	7.34%
12,000 < x ≤ 13,000	39,611,486	7.00%	48,337,736	6.74%	26,401,820	8.30%	3,402,832	7.22%	117,753,874	7.14%
13,000 < x ≤ 14,000	36,735,566	6.49%	41,230,246	5.75%	25,218,170	7.93%	3,049,886	6.47%	106,233,869	6.44%
14,000 < x ≤ 15,000	36,695,081	6.48%	33,248,135	4.63%	22,468,492	7.06%	2,834,086	6.01%	95,245,793	5.78%
15,000 < x ≤ 16,000	33,917,817	5.99%	28,510,920	3.97%	19,215,981	6.04%	2,548,625	5.41%	84,193,343	5.11%
16,000 < x ≤ 17,000	29,189,400	5.15%	22,752,530	3.17%	18,459,979	5.80%	1,842,770	3.91%	72,244,678	4.38%
17,000 < x ≤ 18,000	26,195,763	4.63%	17,292,469	2.41%	16,075,310	5.05%	1,791,911	3.80%	61,355,453	3.72%
18,000 < x ≤ 19,000	22,986,723	4.06%	13,784,105	1.92%	13,786,834	4.33%	1,418,209	3.01%	51,975,871	3.15%
19,000 < x ≤ 20,000	20,132,095	3.56%	10,535,151	1.47%	12,165,068	3.82%	1,298,316	2.76%	44,130,630	2.68%
20,000 < x ≤ 21,000	16,479,739	2.91%	8,183,850	1.14%	10,936,715	3.44%	852,302	1.81%	36,452,606	2.21%
21,000 < x ≤ 22,000	14,900,829	2.63%	6,274,027	0.87%	8,406,111	2.64%	714,500	1.52%	30,295,466	1.84%
22,000 < x ≤ 23,000	13,107,204	2.31%	5,336,761	0.74%	7,394,303	2.32%	599,497	1.27%	26,437,765	1.60%
23,000 < x ≤ 24,000	10,838,938	1.91%	3,886,632	0.54%	6,243,027	1.96%	416,628	0.88%	21,385,225	1.30%
24,000 < x ≤ 25,000	9,036,580	1.60%	3,352,618	0.47%	4,885,521	1.54%	305,704	0.65%	17,580,423	1.07%
25,000 < x ≤ 26,000	7,093,264	1.25%	1,970,802	0.27%	3,849,716	1.21%	266,544	0.57%	13,180,327	0.80%
26,000 < x ≤ 27,000	6,801,620	1.20%	2,047,577	0.29%	2,828,158	0.89%	242,592	0.51%	11,919,947	0.72%
27,000 < x ≤ 28,000	5,263,716	0.93%	1,338,127	0.19%	2,324,658	0.73%	200,707	0.43%	9,127,208	0.55%
28,000 < x ≤ 29,000	4,905,988	0.87%	769,328	0.11%	1,583,499	0.50%	159,403	0.34%	7,418,219	0.45%
29,000 < x ≤ 30,000	3,392,564	0.60%	846,375	0.12%	1,189,198	0.37%	57,786	0.12%	5,485,923	0.33%
30,000 < x	19,477,652	3.44%	3,492,847	0.49%	6,496,358	2.04%	398,080	0.84%	29,864,937	1.81%
Total	566,267,688	100.00%	717,356,376	100.00%	318,201,603	100.00%	47,122,114	100.00%	1,648,947,781	100.00%

Min	1,000	534	1,510	1,534
Max	63,060	78,249	51,483	45,000
Weighted Average	12,206	8,523	13,163	10,389



## Initial Maturity in months

Cut-off Date: 30/06/2007

Initial Maturity	New Amortising		Used Amortising		New Balloon		Used Balloon		Total	
	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%
0 < x ≤ 12	738,488	0.13%	1,191,908	0.17%	3,859,252	1.21%	318,742	0.68%	6,108,389	0.37%
12 < x ≤ 18	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
18 < x ≤ 24	7,348,483	1.30%	12,143,911	1.69%	12,487,472	3.92%	1,897,780	4.03%	33,877,646	2.05%
24 < x ≤ 30	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
30 < x ≤ 36	53,823,615	9.50%	103,344,808	14.41%	143,457,056	45.08%	15,351,570	32.58%	315,977,049	19.16%
36 < x ≤ 42	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
42 < x ≤ 48	79,150,719	13.98%	107,901,072	15.04%	158,397,823	49.78%	29,507,250	62.62%	374,956,864	22.74%
48 < x ≤ 54	25,774	0.00%	0	0.00%	0	0.00%	0	0.00%	25,774	0.00%
54 < x ≤ 60	109,525,733	19.34%	145,577,778	20.29%	0	0.00%	46,772	0.10%	255,150,284	15.47%
60 < x ≤ 66	0	0.00%	7,479	0.00%	0	0.00%	0	0.00%	7,479	0.00%
66 < x ≤ 72	288,041,625	50.87%	239,177,243	33.34%	0	0.00%	0	0.00%	527,218,868	31.97%
72 < x ≤ 84	27,613,250	4.88%	108,012,177	15.06%	0	0.00%	0	0.00%	135,625,428	8.22%
<b>Total</b>	<b>566,267,688</b>	<b>100.00%</b>	<b>717,356,376</b>	<b>100.00%</b>	<b>318,201,603</b>	<b>100.00%</b>	<b>47,122,114</b>	<b>100.00%</b>	<b>1,648,947,781</b>	<b>100.00%</b>

Min	12	12	12	12
Max	84	84	47	60
Weighted Average	63	62	41	42

## Residual Maturity in months

Cut-off Date: 30/06/2007

Residual Maturity	New Amortising		Used Amortising		New Balloon		Used Balloon		Total	
	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%
0 < x ≤ 6	7,108,728	1.26%	6,701,815	0.93%	10,653,021	3.35%	1,422,874	3.02%	25,886,437	1.57%
6 < x ≤ 12	21,677,282	3.83%	22,026,102	3.07%	14,761,519	4.64%	2,220,825	4.71%	60,685,729	3.68%
12 < x ≤ 18	31,595,774	5.58%	36,606,334	5.10%	19,120,979	6.01%	3,242,676	6.88%	90,565,764	5.49%
18 < x ≤ 24	49,175,319	8.68%	52,903,713	7.37%	24,314,608	7.64%	5,044,440	10.71%	131,438,080	7.97%
24 < x ≤ 30	59,408,483	10.49%	75,944,516	10.59%	67,608,394	21.25%	8,687,617	18.44%	211,649,009	12.84%
30 < x ≤ 36	65,119,514	11.50%	89,692,018	12.50%	75,304,586	23.67%	9,938,108	21.09%	240,054,226	14.56%
36 < x ≤ 42	60,090,148	10.61%	79,537,230	11.09%	68,433,095	21.51%	9,779,841	20.75%	217,840,314	13.21%
42 < x ≤ 48	64,035,663	11.31%	85,322,050	11.89%	38,005,401	11.94%	6,738,961	14.30%	194,102,075	11.77%
48 < x ≤ 54	58,129,565	10.27%	75,590,218	10.54%	0	0.00%	32,978	0.07%	133,752,761	8.11%
54 < x ≤ 60	64,855,272	11.45%	70,303,649	9.80%	0	0.00%	13,794	0.03%	135,172,714	8.20%
60 < x ≤ 66	41,078,667	7.25%	55,210,346	7.70%	0	0.00%	0	0.00%	96,289,013	5.84%
66 < x ≤ 72	19,680,933	3.48%	43,775,797	6.10%	0	0.00%	0	0.00%	63,456,730	3.85%
72 < x ≤ 78	8,667,734	1.53%	14,316,101	2.00%	0	0.00%	0	0.00%	22,983,835	1.39%
78 < x ≤ 84	15,644,605	2.76%	9,426,488	1.31%	0	0.00%	0	0.00%	25,071,093	1.52%
<b>Total</b>	<b>566,267,688</b>	<b>100.00%</b>	<b>717,356,376</b>	<b>100.00%</b>	<b>318,201,603</b>	<b>100.00%</b>	<b>47,122,114</b>	<b>100.00%</b>	<b>1,648,947,781</b>	<b>100.00%</b>

Min	1	1	1	1
Max	83	83	46	55
Weighted Average	42	42	31	31

## Seasoning in months

Cut-off Date: 30/06/2007

Seasoning	New Amortising		Used Amortising		New Balloon		Used Balloon		Total	
	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%
0 < x ≤ 6	81,959,822	14.47%	142,204,482	19.82%	160,819,866	50.54%	16,578,111	35.18%	401,562,281	24.35%
6 < x ≤ 12	110,175,244	19.46%	137,875,411	19.22%	87,664,879	27.55%	13,412,454	28.46%	349,127,988	21.17%
12 < x ≤ 18	105,036,531	18.55%	108,601,275	15.14%	21,595,271	6.79%	7,530,526	15.98%	242,763,603	14.72%
18 < x ≤ 24	72,601,121	12.82%	107,982,268	15.05%	15,377,941	4.83%	5,792,621	12.29%	201,753,950	12.24%
24 < x ≤ 30	53,097,842	9.38%	74,694,009	10.41%	14,690,667	4.62%	1,889,780	4.01%	144,372,298	8.76%
30 < x ≤ 36	48,820,216	8.62%	57,386,612	8.00%	11,433,091	3.59%	1,353,126	2.87%	118,993,045	7.22%
36 < x ≤ 42	37,116,481	6.55%	38,958,681	5.43%	5,213,931	1.64%	407,423	0.86%	81,696,517	4.95%
42 < x ≤ 48	29,150,380	5.15%	26,877,287	3.75%	1,405,956	0.44%	158,073	0.34%	57,591,697	3.49%
48 < x ≤ 54	14,628,385	2.58%	12,229,069	1.70%	0	0.00%	0	0.00%	26,857,455	1.63%
54 < x ≤ 60	8,652,173	1.53%	6,849,503	0.95%	0	0.00%	0	0.00%	15,501,676	0.94%
60 < x ≤ 66	4,084,339	0.72%	2,929,135	0.41%	0	0.00%	0	0.00%	7,013,474	0.43%
66 < x ≤ 72	939,354	0.17%	768,644	0.11%	0	0.00%	0	0.00%	1,707,998	0.10%
72 < x ≤ 78	5,798	0.00%	0	0.00%	0	0.00%	0	0.00%	5,798	0.00%
<b>Total</b>	<b>566,267,688</b>	<b>100.00%</b>	<b>717,356,376</b>	<b>100.00%</b>	<b>318,201,603</b>	<b>100.00%</b>	<b>47,122,114</b>	<b>100.00%</b>	<b>1,648,947,781</b>	<b>100.00%</b>

Min	1	1	1	1
Max	74	71	46	46
Weighted Average	21	19	10	11

## Effective Yield

Cut-off Date: 30/06/2007

Effective Interest Rate (%)	New Amortising		Used Amortising		New Balloon		Used Balloon		Total	
	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%
0 < x ≤ 6	200,966,889	35.49%	162,075,598	22.59%	11,100,054	3.49%	889,681	1.89%	375,032,221	22.74%
6 < x ≤ 7	250,839,953	44.30%	242,925,129	33.86%	183,148,408	57.56%	14,459,838	30.69%	691,373,328	41.93%
7 < x ≤ 8	95,834,363	16.92%	212,742,010	29.66%	89,458,586	28.11%	29,998,876	63.66%	428,033,835	25.96%
8 < x ≤ 9	18,265,731	3.23%	81,725,227	11.39%	6,135,239	1.93%	1,729,202	3.67%	107,855,399	6.54%
9 < x ≤ 10	300,400	0.05%	15,843,801	2.21%	22,413,223	7.04%	23,163	0.05%	38,580,587	2.34%
10 < x ≤ 11	49,743	0.01%	1,392,429	0.19%	3,366,567	1.06%	18,017	0.04%	4,826,755	0.29%
11 < x ≤ 12	8,162	0.00%	262,912	0.04%	1,474,699	0.46%	3,336	0.01%	1,749,109	0.11%
12 < x ≤ 13	0	0.00%	389,271	0.05%	638,166	0.20%	0	0.00%	1,027,437	0.06%
13 < x ≤ 14	1,435	0.00%	0	0.00%	215,341	0.07%	0	0.00%	216,776	0.01%
14 < x ≤ 15	0	0.00%	0	0.00%	148,969	0.05%	0	0.00%	148,969	0.01%
15 < x ≤ 16	1,012	0.00%	0	0.00%	70,024	0.02%	0	0.00%	71,036	0.00%
16 < x	0	0.00%	0	0.00%	32,328	0.01%	0	0.00%	32,328	0.00%
<b>Total</b>	<b>566,267,688</b>	<b>100.00%</b>	<b>717,356,376</b>	<b>100.00%</b>	<b>318,201,603</b>	<b>100.00%</b>	<b>47,122,114</b>	<b>100.00%</b>	<b>1,648,947,781</b>	<b>100.00%</b>

Min	5.75	5.75	5.75	5.75
Max	15.52	12.28	16.60	11.90
Weighted Average	6.47	6.94	7.03	7.19

## Nominal Interest Rate

Cut-off Date: 30/06/2007

Nominal Interest Rate	New Amortising		Used Amortising		New Balloon		Used Balloon		Total	
	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%
0 < x ≤ 1	26,057,428	4.60%	163,283	0.02%	3,906,892	1.23%	23,982	0.05%	30,151,585	1.83%
1 < x ≤ 2	4,139,745	0.73%	908,776	0.13%	405,257	0.13%	32,325	0.07%	5,486,104	0.33%
2 < x ≤ 3	8,989,819	1.59%	49,654,542	6.92%	9,902,931	3.11%	8,629	0.02%	68,555,920	4.16%
3 < x ≤ 4	15,999,773	2.83%	6,473,944	0.90%	94,249,957	29.62%	148,965	0.32%	116,872,639	7.09%
4 < x ≤ 5	26,146,343	4.62%	33,311,383	4.64%	75,462,468	23.72%	223,643	0.47%	135,143,837	8.20%
5 < x ≤ 6	43,188,247	7.63%	43,896,276	6.12%	15,675,523	4.93%	1,703,862	3.62%	104,463,908	6.34%
6 < x ≤ 7	156,376,668	27.62%	126,299,371	17.61%	10,416,284	3.27%	2,534,790	5.38%	295,627,114	17.93%
7 < x ≤ 8	220,102,964	38.87%	193,288,676	26.94%	74,541,484	23.43%	17,057,472	36.20%	504,990,595	30.63%
8 < x ≤ 9	60,440,734	10.67%	176,119,175	24.55%	33,640,807	10.57%	24,652,386	52.32%	294,853,103	17.88%
9 < x ≤ 10	4,620,381	0.82%	69,352,537	9.67%	0	0.00%	736,059	1.56%	74,708,977	4.53%
10 < x ≤ 11	183,153	0.03%	15,843,801	2.21%	0	0.00%	0	0.00%	16,026,954	0.97%
11 < x ≤ 12	22,433	0.00%	1,392,429	0.19%	0	0.00%	0	0.00%	1,414,862	0.09%
12 < x ≤ 13	0	0.00%	262,912	0.04%	0	0.00%	0	0.00%	262,912	0.02%
13 < x	0	0.00%	389,271	0.05%	0	0.00%	0	0.00%	389,271	0.02%
<b>Total</b>	<b>566,267,688</b>	<b>100.00%</b>	<b>717,356,376</b>	<b>100.00%</b>	<b>318,201,603</b>	<b>100.00%</b>	<b>47,122,114</b>	<b>100.00%</b>	<b>1,648,947,781</b>	<b>100.00%</b>

Min	0.00	0.00	0.00	0.00
Max	10.88	12.28	7.95	8.88
Weighted Average	5.67	6.28	4.63	6.95

## Initial LTP

Cut-off Date: 30/06/2007

Initial loan (% Car Sale Price)	New Amortising		Used Amortising		New Balloon		Used Balloon		Total	
	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%
0 < x ≤ 10	35,772	0.01%	4,124	0.00%	0	0.00%	0	0.00%	39,896	0.00%
10 < x ≤ 20	1,200,601	0.21%	633,984	0.09%	86,269	0.03%	2,983	0.01%	1,923,836	0.12%
20 < x ≤ 30	5,970,071	1.05%	3,673,483	0.51%	706,975	0.22%	50,402	0.11%	10,400,931	0.63%
30 < x ≤ 40	15,928,672	2.81%	10,954,675	1.53%	2,341,241	0.74%	233,326	0.50%	29,457,915	1.79%
40 < x ≤ 50	30,975,658	5.47%	22,823,682	3.18%	6,811,483	2.14%	717,020	1.52%	61,327,844	3.72%
50 < x ≤ 60	50,138,431	8.85%	38,214,012	5.33%	17,048,024	5.36%	2,075,676	4.40%	107,476,143	6.52%
60 < x ≤ 70	77,699,934	13.72%	63,118,098	8.80%	37,471,772	11.78%	4,314,608	9.16%	182,604,412	11.07%
70 < x ≤ 80	105,087,184	18.56%	102,504,496	14.29%	72,362,761	22.74%	8,692,908	18.45%	288,647,348	17.50%
80 < x ≤ 90	118,826,934	20.98%	135,780,934	18.93%	86,899,126	27.31%	11,855,568	25.16%	353,362,561	21.43%
90 < x ≤ 100	160,404,431	28.33%	339,648,888	47.35%	94,473,953	29.69%	19,179,624	40.70%	613,706,895	37.22%
<b>Total</b>	<b>566,267,688</b>	<b>100.00%</b>	<b>717,356,376</b>	<b>100.00%</b>	<b>318,201,603</b>	<b>100.00%</b>	<b>47,122,114</b>	<b>100.00%</b>	<b>1,648,947,781</b>	<b>100.00%</b>

Min	5.75	7.49	12.81	13.95
Max	100.00	100.00	100.00	100.00
Weighted Average	77.23	84.61	81.30	84.88

## Year of Origination

Cut-off Date: 30/06/2007

Year	New Amortising		Used Amortising		New Balloon		Used Balloon		Total	
	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%
2001	1,471,122	0.26%	1,049,990	0.15%	0	0.00%	0	0.00%	2,521,112	0.15%
2002	14,714,539	2.60%	11,499,855	1.60%	0	0.00%	0	0.00%	26,214,394	1.59%
2003	50,419,174	8.90%	45,718,962	6.37%	2,415,931	0.76%	242,271	0.51%	98,796,337	5.99%
2004	90,817,575	16.04%	103,514,594	14.43%	19,905,756	6.26%	2,120,287	4.50%	216,358,211	13.12%
2005	133,111,336	23.51%	191,642,851	26.72%	30,507,821	9.59%	8,899,951	18.89%	364,161,960	22.08%
2006	217,128,547	38.34%	260,970,573	36.38%	175,140,964	55.04%	24,202,465	51.36%	677,442,548	41.08%
2007	58,605,395	10.35%	102,959,552	14.35%	90,231,132	28.36%	11,657,140	24.74%	263,453,219	15.98%
Total	566,267,688	100.00%	717,356,376	100.00%	318,201,603	100.00%	47,122,114	100.00%	1,648,947,781	100.00%

## Balloon Payment as a Percentage of Car Sale Price

Cut-off Date: 30/06/2007

Balloon (% Car Sale Price)	New Balloon		Used Balloon		Total	
	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%
0 < x ≤ 5	646	0.00%	0	0.00%	646	0.00%
5 < x ≤ 10	529,024	0.17%	343,171	0.73%	872,196	0.24%
10 < x ≤ 15	6,816,639	2.14%	471,098	1.00%	7,287,737	1.99%
15 < x ≤ 20	5,230,089	1.64%	878,560	1.86%	6,108,648	1.67%
20 < x ≤ 25	6,542,252	2.06%	1,159,205	2.46%	7,701,457	2.11%
25 < x ≤ 30	8,344,651	2.62%	1,659,343	3.52%	10,003,994	2.74%
30 < x ≤ 35	11,641,007	3.66%	3,181,985	6.75%	14,822,993	4.06%
35 < x ≤ 40	19,121,869	6.01%	3,349,524	7.11%	22,471,393	6.15%
40 < x ≤ 45	33,070,845	10.39%	4,809,889	10.21%	37,880,734	10.37%
45 < x ≤ 50	52,491,422	16.50%	7,032,600	14.92%	59,524,022	16.29%
50 < x ≤ 55	65,381,323	20.55%	6,084,458	12.91%	71,465,782	19.56%
55 < x ≤ 60	63,223,788	19.87%	8,659,840	18.38%	71,883,627	19.68%
60 < x ≤ 65	45,808,049	14.40%	9,492,440	20.14%	55,300,489	15.14%
Total	318,201,603	100.00%	47,122,114	100.00%	365,323,717	100.00%

Min	2.80	8.24
Max	65.00	65.00
Weighted Average	48.69	48.40

## Balloon Payment as a Percentage of Initial Principal Outstanding Balance

Cut-off Date: 30/06/2007

Balloon (% initial loan)	New Balloon		Used Balloon		Total	
	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%
0 < x ≤ 10	18,959	0.01%	86,709	0.18%	105,668	0.03%
10 < x ≤ 20	3,900,555	1.23%	768,168	1.63%	4,668,724	1.28%
20 < x ≤ 30	7,829,138	2.46%	1,585,718	3.37%	9,414,855	2.58%
30 < x ≤ 40	14,598,876	4.59%	3,717,688	7.89%	18,316,564	5.01%
40 < x ≤ 50	43,799,110	13.76%	7,467,732	15.85%	51,266,842	14.03%
50 < x ≤ 60	90,509,844	28.44%	13,234,431	28.09%	103,744,275	28.40%
60 < x ≤ 70	85,259,291	26.79%	12,767,738	27.10%	98,027,029	26.83%
70 < x ≤ 80	52,179,789	16.40%	5,587,664	11.86%	57,767,453	15.81%
80 < x ≤ 90	16,528,267	5.19%	1,558,603	3.31%	18,086,870	4.95%
90 < x ≤ 100	3,577,773	1.12%	347,663	0.74%	3,925,436	1.07%
<b>Total</b>	<b>318,201,603</b>	<b>100.00%</b>	<b>47,122,114</b>	<b>100.00%</b>	<b>365,323,717</b>	<b>100.00%</b>

Min	9.68	9.46
Max	99.92	99.78
Weighted Average	59.45	56.23

## Regions

Cut-off Date: 30/06/2007

Regions	New Amortising		Used Amortising		New Balloon		Used Balloon		Total	
	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%
Schleswig-Holstein	22,405,555	3.96%	25,476,437	3.55%	8,045,832	2.53%	1,553,858	3.30%	57,481,683	3.49%
Hamburg	6,438,260	1.14%	7,560,199	1.05%	4,051,859	1.27%	274,945	0.58%	18,325,263	1.11%
Niedersachsen	41,818,304	7.38%	61,774,488	8.61%	29,144,914	9.16%	4,569,696	9.70%	137,307,401	8.33%
Bremen	2,211,449	0.39%	3,470,775	0.48%	1,169,727	0.37%	93,969	0.20%	6,945,920	0.42%
Nordrhein-Westfalen	143,288,790	25.30%	148,393,607	20.69%	65,374,038	20.54%	8,349,863	17.72%	365,406,299	22.16%
Hessen	31,032,850	5.48%	40,889,630	5.70%	20,990,517	6.60%	2,870,258	6.09%	95,783,254	5.81%
Rheinland-Pfalz	27,485,985	4.85%	30,594,025	4.26%	13,178,750	4.14%	1,598,265	3.39%	72,857,024	4.42%
Baden-Württemberg	60,097,277	10.61%	88,566,776	12.35%	46,949,425	14.75%	4,846,779	10.29%	200,460,257	12.16%
Bayern	44,539,265	7.87%	82,117,667	11.45%	35,046,107	11.01%	6,507,814	13.81%	168,210,852	10.20%
Saarland	9,948,212	1.76%	11,685,954	1.63%	4,026,590	1.27%	335,147	0.71%	25,995,902	1.58%
Berlin	18,221,537	3.22%	18,924,164	2.64%	10,780,609	3.39%	1,107,995	2.35%	49,034,306	2.97%
Brandenburg	32,118,388	5.67%	39,181,108	5.46%	15,153,768	4.76%	3,204,770	6.80%	89,658,034	5.44%
Mecklenburg-Vorpommern	22,111,235	3.90%	31,945,324	4.45%	9,646,025	3.03%	2,297,124	4.87%	65,999,709	4.00%
Sachsen	40,211,359	7.10%	51,636,077	7.20%	25,209,985	7.92%	4,673,553	9.92%	121,730,974	7.38%
Sachsen-Anhalt	32,566,749	5.75%	36,565,445	5.10%	13,048,371	4.10%	2,121,862	4.50%	84,302,427	5.11%
Thüringen	31,772,472	5.61%	38,574,702	5.38%	16,385,087	5.15%	2,716,215	5.76%	89,448,476	5.42%
<b>Total</b>	<b>566,267,688</b>	<b>100.00%</b>	<b>717,356,376</b>	<b>100.00%</b>	<b>318,201,603</b>	<b>100.00%</b>	<b>47,122,114</b>	<b>100.00%</b>	<b>1,648,947,781</b>	<b>100.00%</b>

## Profession

Cut-off Date: 30/06/2007

Profession	New Amortising		Used Amortising		New Balloon		Used Balloon		Total	
	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%
Blue-collar	85,854,388	15.16%	148,864,243	20.75%	36,900,713	11.60%	8,130,210	17.25%	279,749,554	16.97%
White-collar	259,256,688	45.78%	353,333,005	49.25%	179,522,705	56.42%	23,518,626	49.91%	815,631,025	49.46%
Pensioner	51,781,189	9.14%	52,308,158	7.29%	32,851,161	10.32%	3,485,104	7.40%	140,425,613	8.52%
Public official	39,683,953	7.01%	37,464,701	5.22%	25,763,598	8.10%	2,240,492	4.75%	105,152,743	6.38%
Self employed	9,589,887	1.69%	7,815,927	1.09%	1,146,457	0.36%	311,259	0.66%	18,863,529	1.14%
others	120,101,582	21.21%	117,570,343	16.39%	42,016,969	13.20%	9,436,423	20.03%	289,125,316	17.53%
<b>Total</b>	<b>566,267,688</b>	<b>100.00%</b>	<b>717,356,376</b>	<b>100.00%</b>	<b>318,201,603</b>	<b>100.00%</b>	<b>47,122,114</b>	<b>100.00%</b>	<b>1,648,947,781</b>	<b>100.00%</b>

## Manufacturer

Cut-off Date: 30/06/2007

Manufacturer	New Amortising		Used Amortising		New Balloon		Used Balloon		Total	
	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%	Principal Outstanding Balance in EUR	%
Renault Group	344,370,946	60.81%	524,238,097	73.08%	285,052,509	89.58%	32,336,792	68.62%	1,185,998,345	71.92%
Nissan	202,283,833	35.72%	127,394,505	17.76%	31,549,583	9.91%	9,020,374	19.14%	370,248,294	22.45%
DACIA	19,276,043	3.40%	2,025,814	0.28%	1,582,633	0.50%	193,272	0.41%	23,077,763	1.40%
Volkswagen	82,523	0.01%	11,458,214	1.60%	0	0.00%	1,028,203	2.18%	12,568,941	0.76%
Opel	38,424	0.01%	9,410,002	1.31%	0	0.00%	606,562	1.29%	10,054,989	0.61%
Ford	17,993	0.00%	7,851,924	1.09%	0	0.00%	487,098	1.03%	8,357,015	0.51%
Mercedes	20,578	0.00%	5,460,677	0.76%	0	0.00%	554,090	1.18%	6,035,345	0.37%
Others	177,346	0.03%	29,517,143	4.11%	16,878	0.01%	2,895,721	6.15%	32,607,089	1.98%
<b>Total</b>	<b>566,267,688</b>	<b>100.00%</b>	<b>717,356,376</b>	<b>100.00%</b>	<b>318,201,603</b>	<b>100.00%</b>	<b>47,122,114</b>	<b>100.00%</b>	<b>1,648,947,781</b>	<b>100.00%</b>

## HISTORICAL PERFORMANCE DATA

Historical performance data presented hereafter is relative to the entire portfolio of loans granted by the Seller to individual borrowers in order to finance the purchase of New Cars or Used Cars for the periods and as at the dates stated therein. The tables below were prepared by the Seller based on its internal records.

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 performance of the Transferred Receivables on the Closing Date or on any subsequent Transfer Date will be similar to the historical performance data set out below.

### Gross Losses

For a generation of loans (being all loans originated during the same quarter), the cumulative gross loss rate in respect of a quarter is calculated as the ratio of (i) the cumulative gross losses recorded on such loans between the quarter when such loans were originated and the relevant quarter to (ii) the initial principal amount of such loans.

#### *Cumulative quarterly gross loss rates – Total*

Quarter of Origination	Number of Quarters after Origination																	
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
2003 - Q1	0.00%	0.00%	0.36%	1.08%	1.54%	1.96%	2.31%	2.65%	3.00%	3.22%	3.46%	3.69%	3.87%	3.98%	4.11%	4.14%	4.20%	4.24%
2003 - Q2	0.00%	0.04%	0.34%	0.85%	1.41%	1.87%	2.21%	2.53%	2.78%	3.05%	3.26%	3.45%	3.63%	3.73%	3.81%	3.89%	3.94%	
2003 - Q3	0.00%	0.11%	0.46%	1.00%	1.33%	1.80%	2.23%	2.51%	2.76%	3.00%	3.27%	3.41%	3.59%	3.67%	3.77%	3.85%		
2003 - Q4	0.00%	0.04%	0.46%	0.96%	1.27%	1.62%	1.98%	2.25%	2.50%	2.80%	2.98%	3.13%	3.26%	3.37%	3.44%			
2004 - Q1	0.00%	0.01%	0.34%	0.87%	1.26%	1.59%	1.98%	2.21%	2.55%	2.77%	2.95%	3.09%	3.26%	3.41%				
2004 - Q2	0.00%	0.03%	0.33%	0.74%	1.09%	1.42%	1.72%	2.06%	2.27%	2.48%	2.64%	2.79%	2.93%					
2004 - Q3	0.00%	0.09%	0.36%	0.76%	1.19%	1.48%	1.78%	2.04%	2.28%	2.44%	2.60%	2.74%						
2004 - Q4	0.00%	0.05%	0.28%	0.72%	1.00%	1.37%	1.58%	1.87%	2.07%	2.26%	2.39%							
2005 - Q1	0.00%	0.10%	0.36%	0.70%	1.02%	1.33%	1.70%	1.93%	2.14%	2.29%								
2005 - Q2	0.00%	0.07%	0.35%	0.68%	0.93%	1.22%	1.46%	1.68%	1.88%									
2005 - Q3	0.00%	0.02%	0.30%	0.59%	0.86%	1.10%	1.33%	1.54%										
2005 - Q4	0.00%	0.03%	0.26%	0.58%	0.81%	1.08%	1.27%											
2006 - Q1	0.00%	0.04%	0.22%	0.51%	0.78%	0.96%												
2006 - Q2	0.00%	0.04%	0.17%	0.37%	0.58%													
2006 - Q3	0.00%	0.07%	0.23%	0.47%														
2006 - Q4	0.02%	0.03%	0.11%															
2007 - Q1	0.00%	0.00%																
2007 - Q2	0.00%																	

#### *Cumulative quarterly gross loss rates – New Cars*

Quarter of Origination	Number of Quarters after Origination																	
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
2003 - Q1	0.00%	0.00%	0.27%	0.81%	1.17%	1.47%	1.71%	1.93%	2.27%	2.44%	2.63%	2.88%	3.03%	3.16%	3.29%	3.33%	3.36%	3.40%
2003 - Q2	0.00%	0.01%	0.11%	0.45%	0.80%	1.19%	1.53%	1.75%	1.88%	2.07%	2.23%	2.40%	2.62%	2.68%	2.75%	2.80%	2.85%	
2003 - Q3	0.00%	0.16%	0.40%	0.74%	1.00%	1.26%	1.44%	1.62%	1.85%	2.02%	2.23%	2.29%	2.48%	2.51%	2.60%	2.67%		
2003 - Q4	0.00%	0.04%	0.40%	0.71%	0.96%	1.16%	1.41%	1.56%	1.71%	1.94%	2.06%	2.19%	2.32%	2.40%	2.44%			
2004 - Q1	0.00%	0.01%	0.13%	0.51%	0.70%	0.98%	1.23%	1.39%	1.73%	1.86%	2.02%	2.17%	2.31%	2.41%				
2004 - Q2	0.00%	0.06%	0.33%	0.62%	0.94%	1.24%	1.43%	1.71%	1.86%	2.01%	2.10%	2.25%	2.36%					
2004 - Q3	0.00%	0.11%	0.30%	0.60%	0.93%	1.12%	1.30%	1.45%	1.56%	1.67%	1.77%	1.89%						
2004 - Q4	0.00%	0.07%	0.20%	0.50%	0.74%	0.91%	1.06%	1.34%	1.51%	1.63%	1.80%							
2005 - Q1	0.00%	0.13%	0.44%	0.78%	1.13%	1.40%	1.79%	1.97%	2.09%	2.26%								
2005 - Q2	0.00%	0.13%	0.32%	0.53%	0.72%	1.00%	1.26%	1.33%	1.55%									
2005 - Q3	0.00%	0.05%	0.24%	0.47%	0.67%	0.90%	1.03%	1.16%										
2005 - Q4	0.00%	0.00%	0.11%	0.35%	0.53%	0.72%	0.82%											
2006 - Q1	0.00%	0.08%	0.15%	0.48%	0.66%	0.82%												
2006 - Q2	0.00%	0.07%	0.13%	0.24%	0.43%													
2006 - Q3	0.00%	0.02%	0.17%	0.36%														
2006 - Q4	0.02%	0.03%	0.08%															
2007 - Q1	0.00%	0.00%																
2007 - Q2	0.00%																	

#### *Cumulative quarterly gross loss rates – Used Cars*

Quarter of Origination	Number of Quarters after Origination																	
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
2003 - Q1	0.00%	0.00%	0.46%	1.38%	1.96%	2.51%	2.99%	3.43%	3.81%	4.07%	4.37%	4.59%	4.80%	4.89%	5.01%	5.04%	5.12%	5.17%

2003 - Q2	0.00%	0.07%	0.60%	1.31%	2.10%	2.63%	2.96%	3.40%	3.78%	4.15%	4.42%	4.64%	4.76%	4.91%	5.00%	5.11%	5.17%
2003 - Q3	0.00%	0.06%	0.52%	1.26%	1.67%	2.37%	3.06%	3.45%	3.72%	4.05%	4.38%	4.60%	4.76%	4.90%	5.01%	5.10%	
2003 - Q4	0.00%	0.03%	0.53%	1.24%	1.62%	2.15%	2.64%	3.03%	3.39%	3.79%	4.04%	4.21%	4.33%	4.48%	4.58%		
2004 - Q1	0.00%	0.01%	0.51%	1.17%	1.76%	2.12%	2.66%	2.94%	3.28%	3.59%	3.79%	3.93%	4.13%	4.31%			
2004 - Q2	0.00%	0.00%	0.34%	0.85%	1.23%	1.59%	2.00%	2.40%	2.65%	2.94%	3.16%	3.31%	3.48%				
2004 - Q3	0.00%	0.07%	0.40%	0.86%	1.38%	1.74%	2.13%	2.48%	2.84%	3.04%	3.24%	3.41%					
2004 - Q4	0.00%	0.02%	0.35%	0.90%	1.22%	1.76%	2.02%	2.32%	2.55%	2.79%	2.90%						
2005 - Q1	0.00%	0.08%	0.31%	0.66%	0.96%	1.29%	1.65%	1.91%	2.18%	2.32%							
2005 - Q2	0.00%	0.03%	0.37%	0.79%	1.07%	1.37%	1.60%	1.92%	2.11%								
2005 - Q3	0.00%	0.00%	0.34%	0.67%	0.98%	1.22%	1.52%	1.77%									
2005 - Q4	0.00%	0.03%	0.37%	0.75%	1.01%	1.35%	1.61%										
2006 - Q1	0.00%	0.04%	0.29%	0.55%	0.90%	1.11%											
2006 - Q2	0.00%	0.01%	0.21%	0.52%	0.75%												
2006 - Q3	0.00%	0.09%	0.28%	0.57%													
2006 - Q4	0.00%	0.02%	0.14%														
2007 - Q1	0.00%	0.01%															
2007 - Q2	0.00%																

## Net Losses

For a generation of loans (being all loans originated during the same quarter), the cumulative net loss rate in respect of a quarter is calculated as the ratio of (i) the cumulative net losses recorded on such loans between the quarter when such loans were originated and the relevant quarter to (ii) the initial principal amount of such loans.

### *Cumulative quarterly net loss rates – Total*

Quarter of Origination	Number of Quarters after Origination																	
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
2003 - Q1	0.00%	0.00%	0.00%	0.00%	0.03%	0.07%	0.08%	0.11%	0.18%	0.28%	0.41%	0.58%	0.77%	0.94%	1.05%	1.15%	1.23%	1.32%
2003 - Q2	0.00%	0.00%	0.00%	0.01%	0.10%	0.16%	0.20%	0.29%	0.40%	0.52%	0.62%	0.82%	0.98%	1.09%	1.16%	1.26%	1.32%	
2003 - Q3	0.00%	0.01%	0.01%	0.03%	0.06%	0.10%	0.16%	0.25%	0.33%	0.42%	0.57%	0.68%	0.82%	0.92%	0.98%	1.11%		
2003 - Q4	0.00%	0.00%	0.01%	0.04%	0.05%	0.09%	0.16%	0.24%	0.33%	0.46%	0.61%	0.74%	0.83%	0.96%	1.12%			
2004 - Q1	0.00%	0.00%	0.01%	0.04%	0.07%	0.10%	0.19%	0.28%	0.37%	0.51%	0.64%	0.75%	0.84%	0.95%				
2004 - Q2	0.00%	0.00%	0.02%	0.06%	0.10%	0.13%	0.23%	0.30%	0.37%	0.48%	0.59%	0.65%	0.75%					
2004 - Q3	0.00%	0.00%	0.03%	0.04%	0.11%	0.14%	0.20%	0.30%	0.41%	0.51%	0.57%	0.70%						
2004 - Q4	0.00%	0.01%	0.03%	0.05%	0.09%	0.12%	0.21%	0.31%	0.35%	0.44%	0.53%							
2005 - Q1	0.00%	0.00%	0.01%	0.05%	0.06%	0.11%	0.17%	0.28%	0.35%	0.45%								
2005 - Q2	0.00%	0.00%	0.04%	0.06%	0.09%	0.14%	0.18%	0.26%	0.33%									
2005 - Q3	0.00%	0.00%	0.00%	0.02%	0.07%	0.10%	0.15%	0.22%										
2005 - Q4	0.00%	0.01%	0.04%	0.08%	0.10%	0.11%	0.15%											
2006 - Q1	0.00%	0.01%	0.01%	0.05%	0.10%	0.12%												
2006 - Q2	0.00%	0.00%	0.01%	0.03%	0.07%													
2006 - Q3	0.00%	0.01%	0.01%	0.04%														
2006 - Q4	0.00%	0.00%	0.00%															
2007 - Q1	0.00%	0.00%																
2007 - Q2	0.00%																	



### Cumulative quarterly net loss rates – New Cars

Quarter of Origination	Number of Quarters after Origination																	
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
2003 - Q1	0.00%	0.00%	0.00%	0.00%	0.01%	0.03%	0.03%	0.07%	0.13%	0.19%	0.29%	0.41%	0.56%	0.65%	0.68%	0.77%	0.82%	0.90%
2003 - Q2	0.00%	0.00%	0.00%	0.01%	0.04%	0.08%	0.11%	0.22%	0.29%	0.37%	0.45%	0.53%	0.61%	0.69%	0.72%	0.80%	0.85%	
2003 - Q3	0.00%	0.00%	0.00%	0.02%	0.03%	0.05%	0.07%	0.11%	0.16%	0.19%	0.28%	0.37%	0.43%	0.49%	0.53%	0.64%		
2003 - Q4	0.00%	0.00%	0.01%	0.08%	0.09%	0.14%	0.18%	0.25%	0.31%	0.40%	0.51%	0.60%	0.66%	0.75%	0.85%			
2004 - Q1	0.00%	0.00%	0.00%	0.00%	0.00%	0.03%	0.07%	0.16%	0.23%	0.28%	0.38%	0.42%	0.47%	0.55%				
2004 - Q2	0.00%	0.00%	0.00%	0.06%	0.10%	0.12%	0.21%	0.30%	0.34%	0.42%	0.51%	0.54%	0.65%					
2004 - Q3	0.00%	0.00%	0.00%	0.01%	0.06%	0.10%	0.14%	0.26%	0.28%	0.33%	0.39%	0.48%						
2004 - Q4	0.00%	0.00%	0.02%	0.10%	0.17%	0.17%	0.27%	0.34%	0.37%	0.43%	0.47%							
2005 - Q1	0.00%	0.00%	0.00%	0.04%	0.06%	0.09%	0.16%	0.24%	0.30%	0.42%								
2005 - Q2	0.00%	0.00%	0.04%	0.06%	0.06%	0.12%	0.16%	0.21%	0.27%									
2005 - Q3	0.00%	0.00%	0.01%	0.02%	0.02%	0.06%	0.13%	0.15%										
2005 - Q4	0.00%	0.00%	0.00%	0.00%	0.00%	0.01%	0.02%											
2006 - Q1	0.00%	0.00%	0.00%	0.00%	0.06%	0.09%												
2006 - Q2	0.00%	0.00%	0.00%	0.04%	0.06%													
2006 - Q3	0.00%	0.00%	0.00%	0.02%														
2006 - Q4	0.00%	0.00%	0.00%															
2007 - Q1	0.00%	0.00%																
2007 - Q2	0.00%																	

### Cumulative quarterly net loss rates – Used Cars

Quarter of Origination	Number of Quarters after Origination																	
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
2003 - Q1	0.00%	0.00%	0.00%	0.01%	0.05%	0.10%	0.13%	0.16%	0.24%	0.37%	0.53%	0.76%	0.99%	1.24%	1.43%	1.55%	1.66%	1.76%
2003 - Q2	0.00%	0.00%	0.00%	0.01%	0.15%	0.24%	0.29%	0.36%	0.51%	0.68%	0.81%	1.13%	1.37%	1.52%	1.65%	1.78%	1.84%	
2003 - Q3	0.00%	0.01%	0.01%	0.03%	0.07%	0.14%	0.25%	0.38%	0.50%	0.64%	0.85%	0.98%	1.21%	1.34%	1.42%	1.58%		
2003 - Q4	0.00%	0.01%	0.02%	0.04%	0.05%	0.08%	0.18%	0.28%	0.39%	0.58%	0.77%	0.94%	1.08%	1.24%	1.47%			
2004 - Q1	0.00%	0.00%	0.01%	0.04%	0.09%	0.14%	0.26%	0.36%	0.46%	0.68%	0.84%	1.01%	1.14%	1.29%				
2004 - Q2	0.00%	0.00%	0.02%	0.06%	0.10%	0.14%	0.24%	0.29%	0.41%	0.54%	0.65%	0.74%	0.84%					
2004 - Q3	0.00%	0.00%	0.03%	0.04%	0.13%	0.16%	0.22%	0.32%	0.48%	0.62%	0.69%	0.84%						
2004 - Q4	0.00%	0.01%	0.03%	0.04%	0.06%	0.10%	0.19%	0.31%	0.37%	0.47%	0.61%							
2005 - Q1	0.00%	0.00%	0.01%	0.04%	0.05%	0.12%	0.17%	0.29%	0.37%	0.46%								
2005 - Q2	0.00%	0.00%	0.00%	0.02%	0.05%	0.10%	0.13%	0.23%	0.31%									
2005 - Q3	0.00%	0.00%	0.00%	0.03%	0.07%	0.10%	0.13%	0.23%										
2005 - Q4	0.00%	0.01%	0.04%	0.08%	0.10%	0.12%	0.18%											
2006 - Q1	0.00%	0.01%	0.01%	0.05%	0.09%	0.11%												
2006 - Q2	0.00%	0.00%	0.01%	0.02%	0.07%													
2006 - Q3	0.00%	0.01%	0.01%	0.06%														
2006 - Q4	0.00%	0.00%	0.00%															
2007 - Q1	0.00%	0.00%																
2007 - Q2	0.00%																	

## Prepayments

Prepayment rates are calculated as the ratio of (i) the outstanding principal balance of all loans prepaid during the same month multiplied by 12 to (ii) the outstanding principal balance of all loans (defaulted loans excluded) at the beginning of that month.

<b>Month of Observation</b>	<b>Annualised Prepayment Rate</b>
Mar 2003	15.76%
Jun 2003	12.17%
Sep 2003	12.27%
Dec 2003	10.59%
Mar 2004	13.59%
Jun 2004	12.09%
Sep 2004	11.34%
Dec 2004	11.62%
Mar 2005	12.86%
Jun 2005	13.84%
Sep 2005	12.49%
Dec 2005	11.66%
Mar 2006	14.56%
Jun 2006	12.43%
Sep 2006	11.33%
Dec 2006	10.55%

## SERVICING OF THE RECEIVABLES

*The following section relating to the servicing of the Eligible Receivables is a summary of certain provisions contained in the Servicing Agreement, the Specially Dedicated Account Agreement and the German Account Pledge Agreement and refers to the detailed provisions of the terms and conditions of each of these documents.*

### **Servicing of the Transferred Receivables**

In accordance with Article L. 214-46 of the French Monetary and Financial Code and with the provisions of the Servicing Agreement, the Seller has been appointed by the Management Company as Servicer. As Servicer, the Seller shall remain responsible for the servicing and collection of the Transferred Receivables.

#### ***Duties of the Servicer***

Pursuant to the Servicing Agreement, the Servicer will agree to undertake the following tasks and to provide such other duties as the Management Company may reasonably request in relation to the Transferred Receivables:

- (a) to provide administration services in relation to the collection of the Transferred Receivables;
- (b) to provide services in relation to the transfer of the Collections to the Issuer and of all amounts payable by the Servicer and/or the Seller (in any capacity whatsoever) under the Servicing Agreement to the Issuer;
- (c) to provide certain data administration and cash management services in relation to the Transferred Receivables; and
- (d) to report to the Management Company on a monthly basis on the performance of the Transferred Receivables.

The Servicer will undertake to comply in all material respects with the applicable Servicing Procedures in the event that there is any default or breach by any Borrower in relation to any Transferred Receivables. The current Servicing Procedures of the Seller in relation to management of Auto Loan Agreements where payments have fallen into arrears are summarised in section “UNDERWRITING AND MANAGEMENT PROCEDURES”.

The Servicer shall establish and maintain a Special Ledger, in which it has undertaken to identify and individualise each and every Transferred Receivables, so that each Borrower and each Transferred Receivable may be identified and individualised (*désignés et individualisés*) at any time as from the Information Date preceding the Monthly Payment Date on which the relevant Transferred Receivable was transferred.

The Servicer may amend or replace the Servicing Procedures at any time, provided that the Management Company and the Rating Agencies are informed of any substantial amendment or substitution to the Servicing Procedures.

In the event that the Servicer has to face a situation that is not expressly envisaged by the said Servicing Procedures, it shall act in a commercially prudent and reasonable manner. In applying the Servicing Procedures or taking any action in relation to any particular Borrower which is in default or which is likely to be in default, the Servicer shall only deviate from the relevant Servicing Procedures if the Servicer reasonably believes that doing so will enhance recovery prospects or minimise loss relating to the Transferred Receivables relating to that particular Borrower.

Notwithstanding the Servicing Procedures, the Servicer shall not be entitled to agree to any amendments or variation, whether by way of written or oral agreement or by renegotiation in the context of the relevant provisions of applicable Consumer Credit Legislation or other mandatory law, and shall not exercise any right of termination or waiver, in relation to the Transferred Receivables, the Auto Loan Agreements or the Ancillary Rights if the effect of any such amendment, variation, termination or waiver would be to render the Transferred Receivable non-compliant with the Eligibility Criteria (save for (h) of the Eligibility Criteria referred to in section “THE AUTO

LOAN AGREEMENTS AND THE RECEIVABLES – Eligibility Criteria”), which would apply were the Transferred Receivable to be transferred to the Issuer at the time of any such amendment, variation termination or waiver, unless any such amendment, variation, termination or waiver is the mandatory result of a settlement imposed by a judicial or quasi-judicial authority pursuant to the applicable provisions of applicable German Consumer Credit Legislation or other mandatory law in relation to consumer indebtedness, creditors’ arrangements, insolvency and analogous circumstances.

The Servicer will undertake to allocate sufficient resources, including personnel and office premises, as necessary, to perform its obligations under the Servicing Agreement and generally to administer the relevant Transferred Receivables using the same degree of skill, care and diligence that it would apply if it were administering rights and agreements in respect of which it held the entire ownership.

Pursuant to Article R. 214-111 of the French Monetary and Financial Code, applicable German rules with respect to bank secrecy and data protection and the provisions of the Servicing Agreement, the Servicer shall ensure the safekeeping of the Contractual Documents relating to the Transferred Receivables and their Ancillary Rights. In this respect, the Servicer shall be responsible for the safekeeping of the agreements and other documents, including the Contractual Documents, relating to the Receivables, their security interest and related ancillary rights and shall establish appropriate documented custody procedures and an independent internal ongoing control of such procedures.

In accordance with the provisions of the Servicing Agreement:

- (a) the Depository shall ensure, on the basis of a statement of the Servicer that appropriate documented custody procedures have been set up. This statement shall enable the Depository to verify that the Servicer has established appropriate documented custody procedures allowing safekeeping of the Transferred Receivables, their Security Interests and Ancillary Rights and that the Transferred Receivables are collected for the sole benefit of the Issuer; and
- (b) at the request of the Management Company or the Depository, the Servicer shall forthwith provide to the Depository or any other entity designated by the Depository and the Management Company, the Contractual Documents relating to the Transferred Receivables, subject always to applicable German rules with respect to bank secrecy and data protection.

The Servicer will undertake not to make any action or take any decision in respect of the Transferred Receivables, the Contractual Documents or the Auto Loan Agreements that could affect the validity or the recoverability of the Transferred Receivables in whole or in part, or which could harm, in any other way, the interest of the Issuer in the Transferred Receivables or in the Ancillary Rights, provided that the Servicer shall be permitted to take any initiative or action expressly permitted by the Issuer Transaction Documents or the Servicing Procedures. It will not assign in any way any of the Transferred Receivables or the corresponding Contractual Documents or attempt to carry out any such action in any way whatsoever, except if and where expressly permitted pursuant to the Issuer Transaction Documents to which it is a party. Finally, it will not create and will not allow the creation or continuation of any right whatsoever encumbering all or part of the Transferred Receivables, except if and where expressly permitted by the Issuer Transaction Documents or the Servicing Procedures.

The Servicer will undertake to comply with all reasonable directions, orders and instructions that the Management Company may from time to time give to it which would not result in it committing a breach of its obligations under Transaction Documents to which it is a party or in an illegal act.

The Seller will agree, both in its own right and in its capacity as Servicer, generally to pay any amount necessary to hold harmless the Issuer against all liabilities and expenses that are reasonable and justified and suffered by the Issuer as a result of any failure by it to perform any of its obligations under the Issuer Transaction Documents.

### ***Transfers of Collections***

Subject to and in accordance with the provisions of the Servicing Agreement and the Specially Dedicated Account Agreement, the Servicer shall:

- (a) credit directly to the Specially Dedicated Bank Account all Collections relating to each Borrower, as paid by wire transfers or direct debits (*Einzugsermächtigung*), in respect of the corresponding Transferred Receivables;
- (b) collect, transfer and deposit to in an efficient and timely manner to each of the Servicer Collection Account all Collections relating to each Borrower, as paid by cheque or any payment mode other than wire transfers or direct debits (*Einzugsermächtigung*), in respect of the Transferred Receivables, it being specified that the Servicer shall forthwith from the relevant Transfer Date pay to the Issuer all Collections received in respect of Transferred Receivables between the relevant effective Transfer Date and the relevant Transfer Date;
- (c) transfer to the Specially Dedicated Bank Account, on each Business Day, the Collections received during the preceding Business Day any Supplementary Services paid during the relevant Reference Period against the Collections payable in relation to the relevant Reference Period, the Servicer shall accordingly transfer on the Business Day preceding each Monthly Payment Date an amount being equal to the Available Collections relating to the relevant Reference Period, for value on such Business Day;
- (d) transfer from the Specially Dedicated Bank Account to the General Collection Account, on each Business Day, the Collections received during the preceding Business Day; and
- (e) more generally, transfer all amounts due and payable by the Seller or the Servicer pursuant to the Issuer Transaction Documents to which they are parties, on the relevant contractual payment date.

### **Specialty Dedicated Account Agreement**

In accordance with Article L. 214-46 and Article R. 214-110 of the French Monetary and Financial Code, the Management Company, the Depository, the Servicer and the Servicer Collection Account Bank will enter into a Specialty Dedicated Account Agreement on or before the Closing Date, pursuant to which the sums credited at any time to the Specialty Dedicated Bank Account shall be exclusively for the benefit of the Issuer.

Pursuant to Articles L. 214-46 of the French Monetary and Financial Code, the creditors of the Servicer will not be entitled to claim payment over the sums credited to the Specialty Dedicated Bank Account, including if the Servicer becomes subject to bankruptcy proceedings (*procédure de redressement ou de liquidation judiciaires*).

Without prejudice to the rights of the Issuer under the Specialty Dedicated Account Agreement, until the Management Company notifies the termination of the appointment of the Servicer to the Servicer Collection Account Bank, the Servicer shall be entitled to operate the Servicer Collection Account, provided however that the Servicer shall strictly comply with the provisions of the Specialty Dedicated Account Agreement in connection with the credit and debit operations to the Servicer Collection Account. The reconciliation of the operations of the Servicer Collection Account shall be performed on a daily basis.

The Servicer Collection Account Bank and any substitute servicer collection account bank shall at all times be an Eligible Servicer Collection Account Bank. The initial Servicer Collection Account Bank will be WestLB.

### **Ancillary Rights**

The Issuer will benefit from the Ancillary Rights.

The Ancillary Rights comprise a security title over the Vehicles (*Sicherungseigentum*).

Security title over the Vehicles (*Sicherungseigentum*) gives a right of repossession to the Seller in certain circumstances in accordance with applicable German law and the relevant underlying Auto Loan Agreement. Upon and as a result of the acquisition of the Ancillary Rights, the Issuer will benefit from the right of repossession in relation to the Vehicles.

In addition to the above, Borrowers may at their own initiative take out credit insurance policies and other insurance policies in relation to the Auto Loan Agreements, which are offered as part of the Seller's standard origination procedures. Such policies are currently taken out with DBV Winterthur Lebensversicherungs AG, Reliance Mutual Insurance Society Limited, Cigna Europe Insurance Company S.A. - N.V, Bankers Insurance Company Ltd or Allianz Versicherungs-AG, in each case naming the Seller as beneficiary, and pay Instalments as they fall due in the event that the Borrower fails to make such payments due to the occurrence of an event falling within the insured risk. When the Eligible Receivables are purchased by the Issuer the rights of the Seller to the indemnities payable under any insurance policy described above will also be transferred to the Issuer under the Master Receivables Transfer Agreement as part of the Ancillary Rights.

Accordingly, the receivables relating to the indemnities payable by the relevant insurance company to the Seller according to the Insurance Policies covering the Transferred Receivables will be acquired by the Issuer on each relevant Transfer Date, as Ancillary Rights and will be transferred in addition to the relevant Eligible Receivables.

The proceeds of enforcement of any Ancillary Rights will form part of the Collections which are payable to the Issuer on each Collection Date, in accordance with the Servicing Agreement.

## **Reports**

On each Information Date, the Servicer will provide the Management Company with the Monthly Report and such other information as the Management Company may from time to time reasonably request. The Monthly Report will be in the form set out in the Servicing Agreement and will contain, *inter alia*, information relating to the performance of the Transferred Receivables.

## **Removal of Servicer**

The Management Company will only be entitled to remove the Servicer if a Servicer Event of Default has occurred and is continuing in relation to the Servicer. No removal of the Servicer will become effective until a substitute Servicer (which, as long as this is required by applicable data protection law or by the German banking supervision authorities and pursuant to Article L. 214-46 of the French Monetary and Financial Code, must be a credit institution (including a German credit institution) supervised in accordance with the EU Banking Directives and having its seat in another member state of the European Union or of the European Economic Area, and which must be approved by the Management Company) assumes the terminated Servicer's responsibilities and obligations. Under the Master Receivables Transfer Agreement, the Seller will undertake to notify the Management Company of any Servicer Event of Default in relation to it.

A Servicer Event of Default includes, *inter alia*:

- (a) any failure by the Servicer to make any payment when due under the Servicing Agreement or any other Issuer Transaction Document to which it is a party (except if the failure is due to technical reasons and such default is remedied by the Servicer within 2 Business Days);
- (b) insolvency or analogous events in relation to the Servicer; and
- (c) a Servicer Potential Event of Default which, at the end of the relevant consultation period referred to below, is not cured in the reasonable opinion of the Management Company in each case subject to and in accordance with the terms of the Servicing Agreement.

A Servicer Potential Event of Default includes, *inter alia*, breach of obligation, misrepresentation and other events in relation to the Servicer which, in all cases and in the reasonable opinion of the Management Company, results in, or is likely to give rise to, a default of the Issuer's own obligations, undertakings under any of the Issuer Transaction Documents and Issuer Transaction Documents to which it is a party, or affects, or is likely to affect significantly, the ability of the Servicer to perform its obligations under the terms of the Servicing Agreement. Upon the occurrence of a Servicer Potential Event of Default, a 30-day period of consultation shall commence with a view to avoiding, if possible, the occurrence of a Servicer Event of Default.

### **German Account Pledge Agreement**

Under the terms of the German Account Pledge Agreement, in order to secure all claims arising under or in connection with the Master Receivables Transfer Agreement and the Servicing Agreement the Seller (as pledgor) has pledged to the Issuer all its present and future claims which it has against WestLB as account bank in respect of the Servicer Collection Account maintained with WestLB and any sub-accounts thereof, in particular, but not limited to, all claims for cash deposits and credit balances (*Guthaben und positive Salden*) and all claims for interest.

### **Governing Law and Submission to Jurisdiction**

The Servicing Agreement and the Specially Dedicated Account Agreement are governed by and shall be construed in accordance with French law. The parties have agreed to submit any dispute that may arise in connection with the Servicing Agreement and the Specially Dedicated Account Agreement to the exclusive jurisdiction of the commercial courts of Paris, France. The German Account Pledge Agreement is governed by, and shall be construed in accordance with, the laws of the Federal Republic of Germany. The parties have agreed to submit any dispute that may arise in connection with the German Account Pledge Agreement to the non-exclusive jurisdiction of the district court (*Landgericht*) of Frankfurt am Main.

## UNDERWRITING AND MANAGEMENT PROCEDURES

### **Underwriting and Management Procedure**

Under the Servicing Agreement, the loan receivables are to be administered together with all other loan receivables of RCI Banque's normal business procedures as they exist from time to time. The borrowers will not be notified of the fact that the receivables from their loan contracts have been assigned to "Cars Alliance Auto Loans Germany", except under special circumstances.

The normal business procedures of RCI Banque currently include the following:

#### *Underwriting Process*

The customer writes and signs an application for the financing of a specific vehicle against a specified monthly payment. By signing the application, the customer signifies its acceptance of the loan conditions. The Renault and Nissan dealers transmit their customer inquiries generally online, i.e. in 92 % of all cases. The necessary customer and vehicle data required for the credit decision are recorded at the dealership with RCI's POS workstation software.

Before an application is accepted, RCI Banque checks the credit standing of the customer. For private and small sized (private owned) commercial retail customer contracts, currently the following procedure applies. Applications are automatically approved or transferred for further investigation by a scoring system if the information on the application demonstrates that the applicant meets RCI Banque's criteria for an automatic approval. For this purpose information from credit bureaus (SCHUFA) and data of customer profile (application data and payment history at RCI Banque) are brought together into RCI Banque's system.

#### *Credit scoring*

The scoring system takes into account different criteria and factors, such as percentages of down payment, employment (duration, profession), industry sector, existence of insolvency proceedings, declarations of insolvency and former affidavits (eidesstattliche Versicherungen). Depending on the respective information which applies to each criterion, the loan application receives a certain amount of scores per criterion according to statistical methods and historical experience. The sum of scores gives RCI Banque an assessment with respect to the risk of granting a loan to the respective applicant. The scoring process (in particular the weight or the value of the individual scoring criteria and the scoring result) is treated strictly confidential by RCI Banque (internally vis-à-vis the employees of the credit department and also vis-à-vis the respective car dealer). The performance of the scoring system is monitored regularly by RCI Banque. Changes to the scoring system are based on the results of regular RCI Banque statistical analysis.

Applications not automatically accepted by the scoring system have to be decided by an employee of the credit department. The employees of RCI Banque's credit department are qualified persons. Each employee is personally assigned a credit ceiling up to which she / he may underwrite a given loan.

#### *Trouble free contracts – Customer Support and Assistance*

Trouble free financing agreements are managed by the Customer Service Center and the Customer Service Backoffice. The staff at the Service Center has extensive contact with customers and is therefore the company's "business card". The goal is to assist the dealers and end customers during the first telephone contact whenever possible, without having to redirect the call. In approximately 85 % of cases, the conversation with the caller can be brought to a positive conclusion at this point. More complex matters with longer follow-up periods, which generally require a file to be created, are forwarded to the colleagues of the Customer Service Backoffice.



### *Collection Management*

The borrowers pay a contractually specified monthly installment at a stipulated payment date, with the number of payments corresponding with the number of months covered by the financing period. In case of a balloon credit, a larger final instalment is due at the end of the contract term.

As a rule, RCI Banque requests from the borrower to accept a procedure by which the monthly instalments shall be debited directly to the borrower's bank account. So far approximately 99 % of all borrowers chose to make use of this procedure. This payment type generally ensures that RCI Banque receives payment of its claims promptly and without complication. Those customers who do not agree to this direct-debiting procedure effect their monthly payments by bank transfer from their bank accounts.

RCI Banque receives direct debits on the specified due date (this process is normally initiated two business days before the specified due date) and by way of direct contact with the borrower's bank. In cases where the borrower's bank does not render payment of the direct-debit amount, a reversal of the amount is recorded on the corresponding account at RCI Banque. Thus, RCI Banque normally receives knowledge of such outstanding or non-paid claims normally at the latest within 10 days after the due date of payment, allowing the bank to respond quickly with the issuance of reminder notices to the customers concerned directly on the 10<sup>th</sup> day.

Around 70 % of claims reminded at this stage are ultimately settled by borrowers within 2 weeks. In the event that payment continues to remain outstanding the risk oriented collection process continues after 10 additional days by phone collection and / or local cash collection up to repossession of the vehicle. On parallel every overdue amount over 25 € is automatically reminded by a written notice up to the automatically issued termination.

Collection management also processes the refinancing of commitments as well as prolongations. Depending on their level of competency, the staff may approve the deferment of a customer's payment if such deferment is deemed to be justifiable. These are the procedures which precede any termination of contract. A termination of contract is only resorted to once all reminder notices have been issued (see above) and the customer has failed to honor any standstill agreement previously negotiated.

Upon termination of a contract, the delinquent debtor has 14 days to render payment of the entire claim amount or, alternatively, to deliver the vehicle to the premises of his Renault or Nissan dealer if that borrower should not be able to satisfy his / her payment obligations. As a rule (i.e. in the event of contract termination occurs on the 89<sup>th</sup> day after the date on which payment of the first unpaid instalment was due), this deadline expires on the 109<sup>th</sup> day (mailing time is taken into account) after the date on which payment of the first unpaid instalment was due. In the event of non-compliance, a vehicle-repossession request is issued to an experienced external repossession company (e.g. Excon, EOS, Die Wächter), who either put the vehicle at the disposal of the dealer (generally by the 130<sup>th</sup> day) – or who pays the total arrears or total claim amount to RCI Banque. This procedure (collection of receivables or vehicle repossession) has proved in the past to be successful in 93 % of all cases. Around 40 % of the contracts which have been terminated are returned to normal "current" contract status after the timely payment of all instalments in arrears as well as all related costs and interest on arrears shortly after the debtor's receipt of the termination due to the fact, that the debtor realizes that loss of the vehicle is imminent, especially when the external repossession company directly makes contact with the customer for the same reason as stated above. In the event of vehicle repossession the matter returns to RCI collection management which initiates estimation of the vehicle. Based on this estimate the vehicle is then offered to the whole Renault and Nissan network who have access to remarketing Internet marketplace, where the vehicle ultimately is sold to the highest bidder. The average sales performance recorded in 2006 was 21,2 % above the estimated price. Disposal of a repossessed vehicle takes on average 14 days. Thus, generally around 154 days pass between the date on which payment of the first unpaid instalment is due and the date on which settlement of the debtor's account is issued. The automated legal dunning procedure (in case of a still outstanding residual-loan amount) by external recovery agencies begin to run at the 164<sup>th</sup> day; i.e. if a settlement of outstanding claims should not be achieved, the claim is written off as irrecoverable.

### *Audits*

The Internal Audit Department of RCI Banque Germany audits once a year the acceptations as well as the collection process. Its controlling procedures include audits of customer and dealer receivables with respect to their amounts and their punctual payment. In case of losses of receivables of 2.500 € or more, special internal investigations are made by management. The internal investigations are made by management. The internal audit department of the Renault Group occasionally also carries out audits.

## DESCRIPTION OF RCI BANQUE AND THE SELLER

### Description of RCI Banque

#### *History and Activities*

RCI Banque is the holding of an international group of companies (the “RCI Banque Group”), principally involved in automobile financing and related services. It is a *société anonyme* incorporated under the laws of France, whose registered office is at 14 avenue du Pavé Neuf, 93160 Noisy le Grand, France, registered with the Trade and Companies Register of Bobigny under number 306 523 358, and is licensed as a credit institution in France by the *Comité des Etablissements de Crédit et des Entreprises d’Investissement*. RCI Banque is a wholly-owned subsidiary of Renault s.a.s. Renault was privatised on 15 July 1996. The French State owns 15.3% of Renault shares as of December 2003.

In 1999, Renault acquired a 36.8 per cent. interest in Nissan and the RCI Banque Group acquired 100 per cent. of the European finance subsidiaries of Nissan in 5 countries (Germany, the United Kingdom, Italy, Spain and the Netherlands). All of the former Renault and Nissan entities have merged and now form a single entity with 2 commercial brands (Renault and Nissan). As of today, Renault owns 44 per cent of Nissan.

The RCI Banque group is active in 17 countries in Western and Central Europe, as well as in Brazil, Argentina, Mexico, South Korea, Morocco, Algeria, Columbia and has entered into a commercial agreement in Russia.

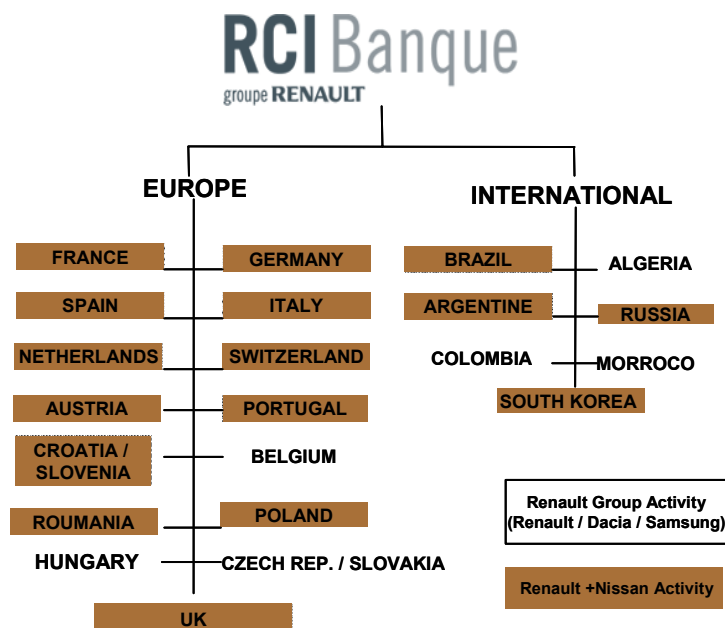
Financing over one third of Renault's and Nissan's vehicle sales, RCI is among the strongest market-oriented financial services providers, which helps Renault and Nissan to gain market shares and customers' loyalty. The Group's activities, which are focused on the three customer segments general public, companies, and dealer networks, are closely integrated into the manufacturers' marketing.

#### *Business Description*

The RCI Group:

- contributes to winning and enhancing the loyalty of Renault and Nissan customers by offering a wide range of competitive products integrated into the commercial policy of the Renault and Nissan brands; and
- ensures the profitability of Renault's shareholder equity while maintaining optimum financial security for the RCI Banque Group.

Set out below is a simplified corporate structure chart as at June 2007.



As a captive finance company, the RCI Banque group offers a comprehensive range of financing and related services to three target customer categories:

- The Retail and Corporate markets. The RCI Banque group offers new and used car loans, rentals with options to buy, leases and long-term rentals. It also provides services to motorists such as maintenance contracts, extended warranties, roadside assistance and fleet management;
- Renault and Nissan dealers. The RCI Banque group finances inventories of new cars, used cars and spare parts, as well as short-term cash requirements.

### ***First-half 2007 Business Activity***

The Group's worldwide sales over the first six months of the year dipped 3.8% with 1,266,343 vehicles sold, due to a 9.1% dip in sales on European markets. The Group's worldwide market share was 3.6%.

The Renault Group continued to grow internationally, with a 10.1% increase in its sales outside Europe to 400,412 vehicles, thanks to the Renault, Dacia and Renault Samsung Motors brands.

Sales outside Europe represented 31.6% of the Group's total sales in the 1<sup>st</sup> half of 2007, compared with 27.6% at the end of June 2006.

The RCI Banque Group wrote 472,541 new vehicle finance contracts in the 1<sup>st</sup> half of 2007. Of these, 16.11% (76,113 contracts) were outside Western Europe.

Amid market conditions that were still difficult in the 1<sup>st</sup> half, RCI Banque Group's new financings totalled €4,854m, dipping 4.8% from the same period of 2006. RCI Banque maintained its penetration rate (33.1%) in new vehicle registrations for the Renault and Nissan Group in Western Europe (versus 33.3% to the same date in 2006).

Customer and Dealer outstanding loans at 30 June 2007 remained steady, compared with the end of December 2006, at €23bn.

Faithful to its role of supporting the carmakers' brands in all their markets, the RCI Banque Group continued its international expansion:

- In Great Britain, preparation for the 100% takeover of RFS from 2 July 2007. This takeover was followed by the merger of the Renault (RFS) and Nissan (NFGB) sales financing activities, which are now grouped together within the same entity: RCI Financial Services.
- In Slovakia, the creation of a 100% subsidiary dedicated to Dealer loan activity.
- In Slovenia, the operational start-up of a commercial agreement relating to Dealer loan activity.
- Baltic countries: launch of a commercial agreement relating to Direct Customer activity.

RCI Banque simplified its structures in Italy and Spain. The RNC SpA and Renault Financiaciones subsidiaries were converted into branches.

Passenger car & light duty vehicles market*		Group Renault market share (%)	Nissan market share (%)	RCI Banque penetration rate (%)	No. of cars financing contracts processed	New financings (€m)	Net loans outstanding at year-end (€m)	Of which: delears (€m)
<b>Western Europe</b>	<b>2007</b>	<b>9.5%</b>	<b>1.8%</b>	<b>33.1%</b>	<b>396,428</b>	<b>4,366</b>	<b>21,656</b>	<b>5,000</b>
	2006	10.3%	2.2%	33.3%	446,972	4,897	22,800	5,151
<i>Of which: Germany</i>	<b>2007</b>	<b>4.6%</b>	<b>1.3%</b>	<b>39.7%</b>	<b>64,711</b>	<b>747</b>	<b>4,608</b>	<b>865</b>
	2006	4.7%	1.6%	42.3%	80,466	864	5,010	981
<i>Of which: Spain</i>	<b>2007</b>	<b>10.6%</b>	<b>2.7%</b>	<b>44.2%</b>	<b>65,770</b>	<b>827</b>	<b>3,729</b>	<b>648</b>
	2006	10.9%	3.2%	46.4%	75,335	927	3,909	796
<i>Of which: France</i>	<b>2007</b>	<b>25.2%</b>	<b>1.5%</b>	<b>31.4%</b>	<b>142,660</b>	<b>1,672</b>	<b>7,973</b>	<b>2,107</b>
	2006	27.6%	1.7%	30.5%	156,006	1,822	7,991	2,035
<i>Of which: UK</i>	<b>2007</b>	<b>5.6%</b>	<b>2.8%</b>	<b>24.6%</b>	<b>45,595</b>	<b>369</b>	<b>1712</b>	<b>388</b>
	2006	6.0%	3.3%	29.6%	57,410	475	1,797	367
<i>Of which: Italy</i>	<b>2007</b>	<b>5.3%</b>	<b>1.7%</b>	<b>38.3%</b>	<b>43,107</b>	<b>448</b>	<b>1917</b>	<b>371</b>
	2006	6.0%	1.9%	31.1%	38,734	420	2,129	364
<b>Brazil</b>	<b>2007</b>	<b>3.0%</b>	<b>0.4%</b>	<b>33.5%</b>	<b>13,712</b>	<b>130</b>	<b>438</b>	<b>120</b>
	2006	2.9%	0.3%	40.0%	13,260	70	204	55
<b>South Korea **</b>	<b>2007</b>	<b>9.2%</b>	<b>0.2%</b>	<b>28.1%</b>	<b>16,324</b>	<b>190</b>	<b>261</b>	<b>0</b>
	2006	10.1%	0.1%	8.4%	4,918	58	50	0
<b>Rest of world ***</b>	<b>2007</b>	<b>15.7%</b>	<b>0.9%</b>	<b>29.2%</b>	<b>46,077</b>	<b>168</b>	<b>657</b>	<b>196</b>
	2006	16.6%	0.4%	27.2%	35,584	74	398	114
<b>Total group</b>	<b>2007</b>	<b>9.4%</b>	<b>1.5%</b>	<b>32.4%</b>	<b>472,541</b>	<b>4,854</b>	<b>23,012</b>	<b>5,316</b>
<b>RCI Banque</b>	2006	10.2%	1.8%	31.6%	500,734	5,099	23,452	5,320

Nb :

\* Figures apply to the markets for passenger cars and light utility vehicles,

\*\* Rest of world: 2006 Poland. Czech Republic, Slovakia, Romania, Hungary and Argentina.

2007 Poland. Czech Republic, Slovakia, Romania, Hungary Slovenia. and Argentina

## Earnings

The RCI Banque Group's consolidated pre-tax income was €256m at the end of June 2007, down 5.08% compared with June 2006.

Changes in the main components of these earnings:

- stability of net banking income, compared with June 2006, despite a fall in average performing loans (-2.54%),
- improved margin on services (0.95% of average performing loans at June 2007, compared with 0.86 % at June 2006),

- operating expenses up 13.1%, compared with June 2006, due to the buyout of RFS Ltd and the reorganisation of the English subsidiaries. Except for this non-recurring item, operating expenses rose only by 4.25%, in relation to international expansion,
- continued improvement in the cost of risk (0.57% of average performing loans at the end of June 2007, compared with 0.67% at the end of June 2006).

Apart from non-recurring items, mainly relating to the 100% takeover of RFS, pre-tax income was steady at €271m.

Consolidated net income attributable to the Group amounted to €187m at 30 June 2007, compared with €170m in June 2006.

The fall in the tax rate seen over the 1<sup>st</sup> half of 2007 mainly resulted from the exceptional payment of Italian tax credits, for which provision had been previously made.

### **Balance sheet**

The RCI Banque Group's stockholders' equity, totalling €2,372m, was impacted in particular by the net income (€187m), and by the payment out of 2006 earnings of the dividend to Renault (€250m).

The RCI Banque Group's (net) sales financing outstandings remained steady at €23bn, compared with the end of December 2006. The rise in outstandings in Brazil, Argentina and in Korea offset the reduction in activity in Italy, Germany and Spain.

The RCI Banque Group continued its securitization programme in 2007, with the renewal of the 2003 Italian operation. The proportion of securitizations amounted to 16% of total indebtedness.

Resources deriving from medium and long-term instruments (> 1 year) made up 71% of the balance sheet.

### **Profitability**

The RCI Banque Group's solvency ratio was 9.6% (of which TIER 1 at 8.5%) at 30 June 2007, compared with 9.5% (of which TIER 1 at 8.4%) at the end of December 2006.

It should be noted that, at 30 June, RFS outstandings were still 50% consolidated.

Excluding non-recurring items, the ROE was 16%, compared with 15.1% in December 2006.

<b>Income statement</b> <i>(consolidated, in millions of euros)</i>	<b>6 month 2007 IFRS</b>	<b>6 month 2006 IFRS</b>	2006 IFRS	2005 IFRS
Operating income	1,054	951	1,911	1,865
Operating expense	(525)	(418)	(892)	(863)
<b>Net banking income</b>	<b>529</b>	<b>533</b>	<b>1,019</b>	<b>1,002</b>
Operating cost	(213)	(188)	(392)	(389)
Cost of risk	(63)	(77)	(141)	(159)
Share of net income of associates	3	2	5	2
<b>Consolidated income before tax</b>	<b>256</b>	<b>269</b>	491	457
<b>Consolidated net income</b>	<b>187</b>	<b>170</b>	305	311
<b>Balance Sheet</b> <i>(consolidated, in millions of euros)</i>	<b>6 month 2007 IFRS</b>	<b>6 month 2006 IFRS</b>	2006 IFRS	2005 IFRS
Net total outstandings	23,012	23,452	22,983	23,411
<i>Of which:</i>	<i>11,514</i>	<i>11,765</i>	<i>11,695</i>	<i>11,738</i>
<i>(a) Retail customer loans</i>	<i>6,182</i>	<i>6,367</i>	<i>6,038</i>	<i>6,193</i>
<i>(b) Leasing &amp; long-term rentals</i>	<i>5,316</i>	<i>5,320</i>	<i>5,250</i>	<i>5,480</i>
<i>(c) Dealers</i>				
Financial asset at fair value through profit or loss and hedging derivatives	184	145	186	177
Other assets	2,650	2,397	1,952	2,729
Shareholders' equity (including current year's net income)	2,644	2,547	2,685	2,329
➤ Equity	2,372	2,276	2,414	2,062
➤ Subordinated debt	272	271	271	267
Bonds	3,485	2,988	3,005	3,882
Negotiable debt securities (CD, BT, CP, BMTN, EMTN)	10,012	11,708	10,473	10,621
	3,385	2,045	3,108	2,850
Securitization	4,881	5,247	4,579	5,408
Banks & other lenders (including Schuldschein)	128	127	117	179
Financial liability at fair value through profit or loss and hedging derivatives	1,311	1,332	1,154	1,048
Other liabilities	25,846	25,994	25,121	26,317
<b>Total balance sheet</b>	<b>25,846</b>	<b>25,994</b>	25,121	26,317

\* excluding non-recurring items

## Financial policy

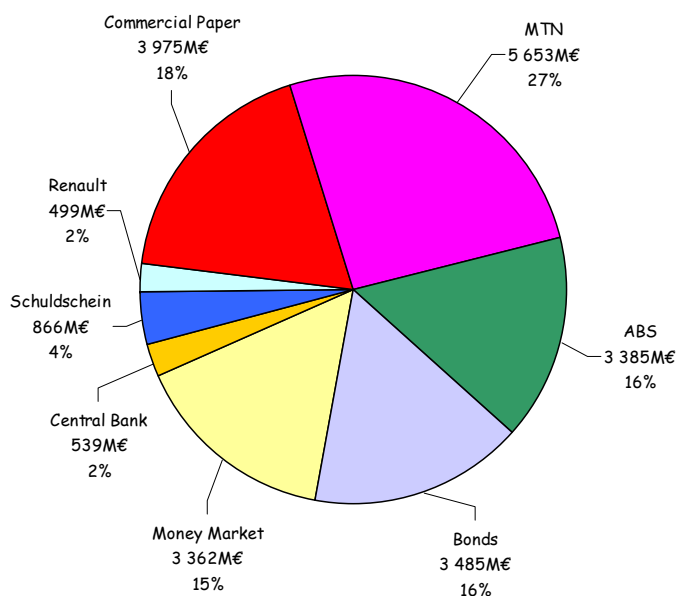
The objective of RCI Banque's financial policy is to preserve the gross margin of each group entity while maintaining secure sources of funding for its business activities. The group financial policy is defined and implemented by RCI Banque at the consolidated level. It applies to all the Group's Renault and Nissan sales finance affiliates.

The strength of the group's balance sheet is evidenced by strictly limited market risks (interest rate, currency and counterparty exposure) that are monitored on a daily basis, by the quality of its financial ratios and by substantial confirmed available lines of credit that provide secure access to diversified sources of funding in financial markets :

- At June 30<sup>th</sup>, 2007, the RCI Banque group's sensitivity to interest rate risk was €1.27m for 100 basis points.
- Exposure to currency risk amounted to €2.5m. Over 87% of the group's requirements are in euros.
- Available securities totaled €5,441m, (including €5,276m in confirmed lines of credit, slightly increased compared to December 30<sup>th</sup>, 2006, and €165m in reserves and cash available from the Central Bank facility). Available securities allowed to cover globally the combined total of commercial paper and certificates of deposit outstanding.

In a manner similar to what was done in the previous year and in order to ensure diversification of its investor base, RCI Banque launched a "benchmark" size (€500m) 5-year public issue, whose distribution was handled by a syndicate of 8 banks.

### Composition of debts at June 30<sup>th</sup>, 2007



This operation enabled a significant number of investors to be reached who had never in the past participated in RCI Banque issues.

RCI Banque also launched 12 private issues for a total consideration of €996m.

RCI Banque also issued, from the Italian securitization Master Trust, a new series totalling €874m, the settlement of which took place at the beginning of July.

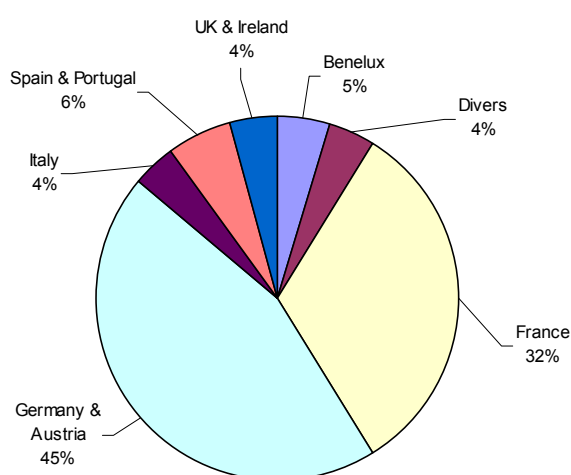


Owing to a 100% takeover of the refinancing of the English JV, in anticipation of the takeover of total control of the company on 2 July 2007, total indebtedness rose by comparison with 31 December 2006, while commercial outstandings remained steady.

This factor, as well as the anticipated receipt on 6 July of the funds deriving from the Italian securitization, explains the temporary dip in available securities, which securities remained nevertheless at a high level.

Pursuant to the policy determined over many years, RCI Banque provided centralised refinancing of its subsidiaries in countries assigned at least a “single A” rating. The outstandings originated by the South Korean subsidiary and which rose significantly were thus refinanced by the Group’s front office, boosting the entity’s competitiveness in Seoul.

**Regional breakdown of RCI group's medium-term debt during the first half 2007**



**Description of the Seller**

***History***

**09 October 1947:** Foundation of Saar-Credit-GmbH as origin of Renault Bank in Germany

**28 February 1964:** Renaming into DIAC (Diffusion Industrielle et Automobile par le Credit) Industrie-Auto-Credit Gesellschaft mbH, with DIAC Paris as majority shareholder

**08 January 1973:** Renaming of DIAC Industrie-Auto-Credit Gesellschaft mbH into Renault Credit GmbH.

**21 August 1974:** SOFIREN (Société Financière de Renault) was established and given the trading name of Renault Acceptance.

**On 27 June 1980:** SOFIREN became Renault Crédit International (RCI). In 1990, the French branch of DIAC merged with RCI, which was granted bank status in 1991. Finally, on 01 January 2002, the RCI group changed its name into RCI Banque group.

**15 January 1986:** Renaming into Renault Bank GmbH; for the first time, the balance sheet total exceeded the billion DM mark that year

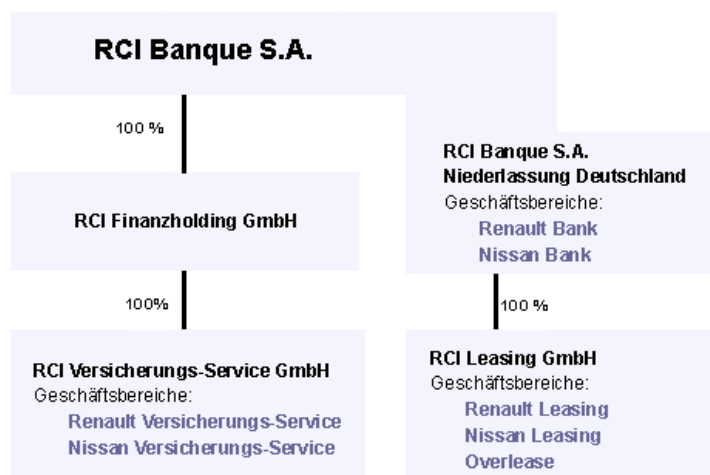
**01 September 1988:** Establishment of Nissan Promotion GmbH

**01 November 1991:** Renaming into Nissan Bank GmbH

**01 May 1997:** Establishment of Renault Bank Subsidiary of Renault Crédit International S. A. Banque

**01 November 2000 / 01 January 2001:** Merger of the Renault Bank subsidiary of Renault Crédit International S.A. Banque and Nissan Bank GmbH into RCI Banque S.A. Niederlassung Deutschland

*Legal Structure*



Breakdown of business in 2006 of RCI Banque S.A. German Branch:

Breakdown of business 2006			
in units	Renault	Nissan	Total
<b>New vehicles</b>	73,680	19,993	93,673
thereof credit	33,529	10,472	44,001
thereof leasing	40,151	9,521	49,672
<b>Used vehicles</b>	49,886	10,943	60,829
<b>Total</b>	<b>123,878</b>	<b>31,012</b>	<b>154,890</b>

Source: RCI Banque Germany

## Financial Statements

Outstanding amount numbers are in thousands euros.

	Real				Forecast		
	2003	IAS 2004	IAS 2005	IAS 2006	IAS 2007	IAS 2008	IAS 2009
<b>BALANCE SHEET - Assets</b>							
<b>Loans outstanding net</b>	<b>5 778 912</b>	<b>5 413 682</b>	<b>5 272 080</b>	<b>4 805 896</b>	<b>4 677 898</b>	<b>4 722 162</b>	<b>4 927 927</b>
Credit	2 546 956	2 390 855	2 184 869	2 183 986	2 056 329	2 116 562	2 095 484
Leasing	1 797 607	1 842 579	1 956 880	1 733 523	1 640 522	1 586 131	1 796 087
inclusive Fleet	74 310	58 332	41 415	33 038	32 258	28 382	24 966
Wholesale	1 434 349	1 180 248	1 130 331	888 387	981 047	1 019 469	1 036 356
<b>Other assets</b>	<b>82 616</b>	<b>193 780</b>	<b>137 896</b>	<b>171 042</b>	<b>189 279</b>	<b>144 403</b>	<b>86 181</b>
<b>Total Assets</b>	<b>5 861 528</b>	<b>5 607 462</b>	<b>5 409 976</b>	<b>4 976 938</b>	<b>4 867 177</b>	<b>4 866 565</b>	<b>5 014 108</b>
<b>BALANCE SHEET - Liabilities and equity</b>							
<b>Own capital at end of period</b>	<b>173 501</b>	<b>286 006</b>	<b>300 314</b>	<b>319 890</b>	<b>204 596</b>	<b>206 013</b>	<b>209 727</b>
<b>Other liabilities</b>	<b>5 688 027</b>	<b>5 321 456</b>	<b>5 109 662</b>	<b>4 657 048</b>	<b>4 662 581</b>	<b>4 660 552</b>	<b>4 804 381</b>
<b>Total liabilities and equity</b>	<b>5 861 528</b>	<b>5 607 462</b>	<b>5 409 976</b>	<b>4 976 938</b>	<b>4 867 177</b>	<b>4 866 565</b>	<b>5 014 108</b>
<b>PROFIT AND LOSS STATEMENT</b>							
<b>Total income from banking operations</b>	<b>228 370</b>	<b>213 817</b>	<b>207 459</b>	<b>191 669</b>	<b>176 327</b>	<b>171 781</b>	<b>176 170</b>
Credit	114 788	99 973	92 563	89 584	81 047	81 142	78 388
Leasing	81 016	77 047	82 904	71 107	64 658	60 807	67 188
Wholesale	32 566	36 797	31 992	30 978	30 622	29 833	30 595
<b>Cost of risk</b>	<b>-56 094</b>	<b>-35 130</b>	<b>-55 421</b>	<b>-38 481</b>	<b>-40 500</b>	<b>-34 800</b>	<b>-32 500</b>
Credit	-33 475	-14 237	-37 554	-19 861	-18 980	-16 967	-15 529
Leasing	-16 471	-16 475	-21 775	-14 670	-14 020	-12 533	-11 471
Wholesale	-6 148	-4 418	3 908	-3 950	-7 500	-5 300	-5 500
<b>Profit before tax</b>	<b>109 890</b>	<b>114 302</b>	<b>85 834</b>	<b>95 116</b>	<b>78 319</b>	<b>80 681</b>	<b>86 870</b>
Credit	53 916	51 821	30 220	43 438	34 847	36 891	37 416
Leasing	38 054	39 937	27 066	34 479	27 800	27 646	32 070
Wholesale	17 920	22 544	28 548	17 199	15 672	16 145	17 383

## WEIGHTED AVERAGE LIVES OF THE OFFERED NOTES

The concept of “Weighted Average Life of the Offered Notes” (WAL) refers to the expected average amount of time that will elapse (on a 30/360 basis) from the issue date to the date of repayment of the Outstanding Amounts of the Offered Notes to the Noteholders.

The Weighted Average Life of the Offered Notes will be influenced by, among other things, the actual rate of repayment of the Transferred Receivables. This rate of repayment may itself be influenced by economic, tax, legal, social and other factors such as changes in the value of the financed Vehicles or the level of interest rates from time to time. For example, if prevailing interest rates fall below the interest rates on the Transferred Receivables, then the Transferred Receivables are likely to be subject to higher prepayment rates than if prevailing interest rates remain at or above the interest rates on the Transferred Receivables. In addition, the Seller may not be able during the Replenishment Period to originate sufficient Eligible Receivables to replace all of the Transferred Receivables having been prepaid. This may result in the occurrence of a Partial Amortisation Event or an Anticipated Amortisation Event, in which case the Weighted Average Life of the Offered Notes may be shorter than as projected by the model. Conversely, a lower prepayment rate may result in the Weighted Average Life of the Offered Notes being longer than as projected by the model.

The model used for the purpose of calculating estimates presented in this Prospectus employs an assumed constant per annum rate of prepayment (the “CPR”).

The CPR is an assumed annual constant rate of payment of principal not anticipated by the scheduled amortisation of the Portfolio which, when applied monthly, results in the expected portfolio of the Transferred Receivables balance and allows to calculate the monthly prepayment.

The model does not purport to be either an historical description of the prepayment experience, default experience, recovery experience or growth experience of any pool of loans nor a prediction of the expected rate of prepayment or of default or of recovery or of growth of any portfolio, including the portfolio of Transferred Receivables.

The table below were prepared based on the characteristics of the Transferred Receivables and the following additional assumptions (the “**Modelling Assumptions**”):

- (a) each repayment of principal under the Transferred Receivables takes place only on scheduled payment dates;
- (b) the Monthly Payment Dates are assumed to be the 18<sup>th</sup> of each month;
- (c) the Series<sub>2007-1</sub> Clean-Up Call Condition is satisfied pursuant to items (a)(i), (a)(ii) and (b)(i) of its definition;
- (d) the Transferred Receivables are fully performing (no losses or delinquencies occur)
- (e) the composition of the portfolio of Transferred Receivables is similar to the composition of the provisional portfolio described in section “STATISTICAL INFORMATION” as at 30 June 2007;
- (f) the acquisition of further Eligible Receivables will have no impact on the amortisation profile of the portfolio of Transferred Receivables;
- (g) no Transferred Receivables are repurchased by the Seller;
- (h) the Offered Notes are subscribed for on the assumed Issue Date;
- (i) the Issue Date is assumed to be 9 October 2007;

- (j) the original outstanding balance of each class of Offered Notes is equal to the amount set forth on the front cover of this Prospectus;
- (k) the Class R Notes are not due during the Amortisation Period of the Class A<sub>1-2007-1</sub> and Class B<sub>2007-1</sub> Notes; and
- (l) no Issuer Liquidation Event, nor Accelerated Amortisation Event, nor Partial Amortisation Event, nor Anticipated Amortisation Event will occur.

The actual characteristics and performance of the Transferred Receivables are likely to differ from the assumptions used in constructing the tables set forth below. Those tables are purely indicative and provided only to give a general sense of how the principal cash flows might behave under varying scenario (e.g., it is not expected that the Transferred Receivables will prepay at a constant rate until maturity). Furthermore, it is not expected that all of the Transferred Receivables will prepay at the same rate, that the Transferred Receivables will be fully performing, or that the composition of the portfolio of Transferred Receivables will remain similar to the composition of the provisional portfolio consisting of the Eligible Receivables existing as at 30 June 2007.

Any difference between such assumptions and the actual characteristics and performance of the Transferred Receivables will cause the Weighted Average Lives of the Offered Notes to differ (which difference could be material) from the corresponding information in the tables.

The approximate average lives and expected maturity dates of the Offered Notes, based on the Modelling Assumptions, at the following assumed levels of CPR would be as follows

**One Year Revolving Period**

Portfolio prepayment rate	Class A <sub>1-2007-1</sub> Notes		Class B <sub>2007-1</sub> Notes	
	WAL in years	Expected maturity date	WAL in years	Expected maturity date
6%	1.03	October 2008	1.03	October 2008
12%	1.03	October 2008	1.03	October 2008
18%	1.03	October 2008	1.03	October 2008

The exact average life of the Offered Notes cannot be predicted as the actual future levels of the CPR and a number of other relevant factors are unknown.

The average life of the Offered 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.

## **USE OF PROCEEDS**

The proceeds of the issue of the Class A<sub>1-2007-1</sub> Notes will amount to EUR 88,500,000, the proceeds of the issue of the Class B<sub>2007-1</sub> Notes will amount to EUR 6,000,000, the proceeds of the issue of the Class C<sub>2007-1</sub> Notes will amount to EUR 5,500,000, the proceeds of the issue of the four classes of Class R Notes will amount to EUR 1,351,800,000, the proceeds of the issue of the Class S Notes will amount to EUR 91,700,000 and the proceeds of the issue of the Class T Notes will amount to EUR 84,100,000. These sums will be applied by the Management Company, acting for and on behalf of the Issuer, to purchase from the Seller the Receivables arising from the Auto Loan Agreements and their respective Ancillary Rights on the Issuer Establishment Date.

## TERMS AND CONDITIONS OF THE CLASS A<sub>1-2007-1</sub> NOTES

*The following are the Terms and Conditions for the Class A<sub>1-2007-1</sub> Notes in the form in which they will be set out in the Issuer Regulations. These terms and conditions include summaries of, and are subject to, the detailed provisions of, the Issuer Regulations, the Paying Agency Agreement and the other Issuer Transaction Documents.*

The EUR 88,500,000 Class A<sub>1-2007-1</sub> Asset Backed Floating Rate Notes due 18 October 2019 (the “**Class A<sub>1-2007-1</sub> Notes**”), will be issued by Cars Alliance Auto Loans Germany, a French *fonds commun de créances* regulated and governed by articles L. 214-43 to L. 214-49 and articles R. 214-92 to R. 214-115 of the French Monetary and Financial Code (the “**Issuer**”) and established pursuant to the terms of the Issuer Regulations dated 28 September 2007 made between the Management Company and the Depository.

The Class A<sub>1-2007-1</sub> Notes are issued with the benefit of a paying agency agreement (the “**Paying Agency Agreement**”) dated 28 September 2007 between the Management Company, the Depository, the Issuer Account Bank, Société Générale as principal paying agent (the “**Principal Paying Agent**”) and Société Générale Bank & Trust (the “**Luxembourg Paying Agent**”, together with the Principal Paying Agent, the “**Paying Agents**”, which expression shall, where the context so admits, include any successors for the time being of the Paying Agent(s) or any additional paying agent(s) appointed thereunder from time to time). Holders of the Class A<sub>1-2007-1</sub> Notes (the “**Class A<sub>1-2007-1</sub> Noteholders**”) and holders of Further Class A Notes (as defined in Condition 12 (Further Class A Notes)) are deemed to have notice of the provisions of the Paying Agency Agreement applicable to them.

Certain statements in these Conditions are subject to the detailed provisions of the Paying Agency Agreement, copies of which are available for inspection at the specified offices of the Paying Agents. References below to “**Conditions**” are, unless the context otherwise requires, to the numbered paragraphs below.

### 1. Form, Denomination and Title

- (a) **Form and Denomination:** The Class A<sub>1-2007-1</sub> Notes will be issued by the Issuer in bearer dematerialised form in the minimum denomination of EUR 100,000 each.
- (b) **Title:** Title to the Class A<sub>1-2007-1</sub> Notes will be evidenced in accordance with article L.211-4 of the French Monetary and Financial Code by book-entries (*inscriptions en compte*). No physical document of title (including *certificats représentatifs* pursuant to Article R. 211-7 of French Monetary and Financial Code) will be issued in respect of the Class A<sub>1-2007-1</sub> Notes. The Class A<sub>1-2007-1</sub> Notes will, upon issue, be inscribed in the books (*inscription en compte*) of Euroclear France which shall credit the accounts of the Euroclear France Account Holders. For the purpose of these Conditions, “**Euroclear France Account Holder**” shall mean any authorised financial intermediary institution entitled to hold accounts, directly or indirectly, on behalf of its customers with Euroclear France, and Euroclear Bank S.A./N.V. as operator of the Euroclear System (“**Euroclear**”) and Clearstream Banking, *société anonyme* (“**Clearstream, Luxembourg**”). Title to the Notes shall be evidenced by entries in the books of Euroclear France Account Holders and will pass upon, and transfer of Class A<sub>1-2007-1</sub> Notes may only be effected through, registration of the transfer in such books.

### 2. Status and Ranking of the Notes; Relationship between the Notes

- (a) **Status and Ranking of the Class A<sub>1-2007-1</sub> Notes:** The Class A<sub>1-2007-1</sub> Notes when issued will constitute direct, unconditional and unsubordinated obligations of the Issuer and all payments of principal and interest (and arrears, if any) on the Class A<sub>1-2007-1</sub> Notes shall be made and according to the applicable Priority of Payments (See “Description of the Offered Notes —

*Priority of Payments*”). The Class A<sub>1-2007-1</sub> Notes rank *pari passu* without preference or priority amongst themselves.

- (b) **Relationship between the Notes:** The relationship between the Notes shall be as follows:
- (i) Payments of interest in respect of the Class B Notes and of the Class S Notes are subordinated to payments of interest in respect of the Class A Notes and the Class R Notes. Payments of interest in respect of the Class C Notes and of the Class T Notes are subordinated to payments of interest in respect of the Class B Notes and the Class S Notes. Payments of interest in respect of the Class D Notes, if any, are subordinated to payments of interest in respect of the Class C Notes and the Class T Notes.
  - (ii) Payments of principal in respect of the Class B Notes and of the Class S Notes are subordinated to payments of principal in respect of the Class A Notes and the Class R Notes. Payments of principal in respect of the Class C Notes and of the Class T Notes are subordinated to payments of principal in respect of the Class B Notes and the Class S Notes. Payment of principal in respect of the Class D Notes, if any, are subordinated to payments of principal in respect of the Class C Notes and the Class T Notes.
  - (iii) Payments of interest and of principal in respect of the Class R Notes shall rank *pari passu* to payments of interest and of principal in respect of the Class A Notes. Payments of interest and of principal in respect of the Class S Notes shall rank *pari passu* to payments of interest and of principal in respect of the Class B Notes. Payments of interest and of principal in respect of the Class T Notes shall rank *pari passu* to payments of interest and of principal in respect of the Class C Notes.
- (c) **Priority of Payment:** Payments of interest and of principal of the Class A<sub>1-2007-1</sub> Notes shall be made in accordance with the relevant Priority of Payment.

### 3. Interest

- (a) **Period of Accrual:** Each Class A<sub>1-2007-1</sub> Note will bear interest in arrears on its principal amount outstanding (as defined below) from and including the Issue Date until the earlier (but excluding) of (x) the date on which the Principal Amount Outstanding of the Class A<sub>1-2007-1</sub> Notes is reduced to zero or (y) the Class A<sub>1-2007-1</sub> Notes Legal Maturity Date.
- (b) **Monthly Payment Dates and Interest Periods:**
- (i) *Monthly Payment Dates:* Interest in respect of the Class A<sub>1-2007-1</sub> Notes will be payable monthly by reference to successive Interest Periods (as defined below) in arrear with respect to any Interest Period on the 18<sup>th</sup> of each month in each year (each a “**Monthly Payment Date**”). If any Monthly Payment Date falls on a day which is not a Business Day (as defined below), such Monthly Payment Date shall be postponed to the next day which is a Business Day unless such Business Day falls in the next calendar month in which case such Monthly Payment Date shall be brought forward to the immediately preceding Business Day. The first Monthly Payment Date shall be 18 November 2007.
  - (ii) *Interest Periods:* In these Class A<sub>1-2007-1</sub> Conditions, an “**Interest Period**” means the period from (and including) the Issue Date to (but excluding) the Monthly Payment Date falling in 18 November 2007 and, thereafter, each successive Interest Period will commence on (and include) a Monthly Payment Date and end on (but exclude) the next



Monthly Payment Date. The last Interest Period shall end on (and exclude) at the latest the Legal Maturity Date.

- (iii) Interest shall cease to accrue on any Class A<sub>1-2007-1</sub> Notes:
  - (i) on the date on which the principal amount outstanding on the Class A<sub>1-2007-1</sub> Notes is reduced to zero; or
  - (ii) if the Class A<sub>1-2007-1</sub> Notes are not entirely redeemed at that date, on the Legal Maturity Date.

(c) **Interest Rate on the Class A<sub>1-2007-1</sub> Notes:** The annual interest rate (the “**Class A<sub>1-2007-1</sub> Notes Interest Rate**”) applicable from time to time to the Class A<sub>1-2007-1</sub> Notes in respect of each Interest Period shall be the aggregate of (i) the relevant EURIBOR Reference Rate and (ii) the Relevant Margin (as defined below).

- (A) In these Class A<sub>1-2007-1</sub> Conditions, the relevant “**EURIBOR Reference Rate**” shall mean EURIBOR for one (1) month euro deposits in respect of each Interest Period, except the first Interest Period where it shall mean the rate resulting from the linear interpolation between EURIBOR for 1 month deposits and EURIBOR for 2 month deposits.

The relevant EURIBOR Reference Rate shall be determined by the Management Company on the basis of the following provisions:

- (i) on the second TARGET Business Day preceding each Monthly Payment Date (each such second TARGET Business Day being an “**Interest Determination Date**”), the Management Company will determine the interest rate applicable to deposits in euros in the Euro-Zone for a period of one (1) month which appears on the display page so designated on the Reuters service as the EURIBOR01 Page (the “**Screen Rate**”) (or such replacement page with the service which displays this information) at about 11.00 a.m. (Paris time) on such Interest Determination Date (or in the case of the first Interest Period, the rate resulting from the linear interpolation between EURIBOR for 1 month deposits and EURIBOR for 2 month deposits);
- (ii) if, on any Interest Determination Date, the Screen Rate is unavailable at such time and on such page (or such other page as aforesaid), the Management Company will determine the interest rate for deposits in euro for a period of one (1) month quoted on any electronic rate information page or pages as may be selected by it displaying quotes for the relevant EURIBOR Reference Rate on the Interest Determination Date in question being, if more than one rate is quoted and the rates quoted are not the same, the arithmetic mean (rounded to five decimal places, 0.000005 being rounded up) of the rates so quoted;
- (iii) if, on any Interest Determination Date, the Screen Rate is unavailable at such time and on such date (or such other page as aforesaid) or pursuant to (ii) above, the Management Company will request the principal Euro-zone office of each of BNP PARIBAS, Caisse Nationale de Crédit Agricole, HSBC France and Société Générale (the “**Reference Banks**”, which expression shall include any substitute reference bank(s) duly appointed by the Management Company), to provide the Management Company with their quoted rates to prime banks in the Euro-zone for one (1) month euro deposits in the Euro-zone interbank market as at or about 11.00 a.m. (Paris time) in each case on the Interest

Determination Date in question. The relevant EURIBOR Reference Rate shall be determined as the arithmetic mean of the offered quotations of those Reference Banks. If, on any such Interest Determination Date, only two or three of the Reference Banks provide such offered quotations to the Management Company, the relevant EURIBOR Reference Rate for the relevant Interest Period shall be determined, as aforesaid, on the basis of the offered quotations of those Reference Banks providing such quotations. If, on any such Interest Determination Date, only one or none of the Reference Banks provides the Management Company with such an offered quotation, the Management Company shall select two banks (or, where only one of the Reference Banks provides such a quotation, one additional bank) to provide such a quotation or quotations to the Management Company and the relevant EURIBOR Reference Rate for the Interest Period in question shall be determined, as aforesaid, on the basis of the offered quotations of such banks as so agreed (or, as the case may be, the offered quotations of such bank as so selected and the relevant Reference Bank). If no such bank or banks is or are so selected or such bank or banks as so selected does or do not provide such a quotation or quotations, then the relevant EURIBOR Reference Rate for the relevant Interest Period shall be the relevant Reference Rate in effect for the last preceding Interest Period to which sub-paragraph (i) or (ii) or the foregoing provisions of this paragraph (iii) shall have applied.

- (B) the Relevant Margin shall be 0.35 per cent. par annum.
- (c) **Day Count Fraction:** the day count fraction in respect of the calculation of an amount of interest on the Class A<sub>1-2007-1</sub> Notes for any Interest Period will be computed and paid on the basis of the actual number of days in the relevant Interest Period divided by 360.
- (d) **Determination of Class A<sub>1-2007-1</sub> Notes Interest Rate and Calculation of the Interest Amount:**
- (i) **Determination of Class A<sub>1-2007-1</sub> Notes Interest Rate:** On each Interest Determination Date the Management Company shall determine the Interest Rate applicable to, and calculate the amount of interest payable in respect of, the Class A<sub>1-2007-1</sub> Notes (the “**Class A<sub>1-2007-1</sub> Notes Interest Amount**”) on the relevant Monthly Payment Date.
- (ii) **Determination of the Class A<sub>1-2007-1</sub> Notes Interest Amount:** The Class A<sub>1-2007-1</sub> Notes Interest Amount payable in respect of each Interest Period shall be calculated by applying the relevant Class A<sub>1-2007-1</sub> Notes Interest Rate to the Class A<sub>1-2007-1</sub> Notes Outstanding Amount as of the Monthly Payment Date at the commencement of such Interest Period (or the Issue Date for the first Interest Period), multiplying the product of such calculation by the actual number of days in such Interest Period and dividing it by 360, and rounding the resultant figure to the nearest cent. The Management Company will promptly notify the Class A<sub>1-2007-1</sub> Notes Interest Rate in respect of the Class A<sub>1-2007-1</sub> Notes and the Class A<sub>1-2007-1</sub> Interest Amount with respect to each Interest Period and the relevant Monthly Payment Date to the Paying Agent.
- (iii) **Notification to be final:** All notifications, certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purpose of the provisions of this Condition whether by the Reference Banks (or any of them) or the Management Company shall (in the absence of wilful default (*faute dolosive*), bad faith (*mauvaise foi*) or manifest error (*erreur manifeste*)) be binding on the

Issuer, the Luxembourg Stock Exchange on which the Class A<sub>1-2007-1</sub> Notes are for the time being listed, the Reference Banks, the Paying Agents and all the Class A<sub>1-2007-1</sub> Noteholders.

- (iv) **Reference Banks:** The Management Company shall procure that, so long as any of the Class A<sub>1-2007-1</sub> Notes remains outstanding, there will be at all times four Reference Banks for the determination of the relevant EURIBOR Reference Rate. The Management Company reserves the right at any time to terminate the appointment of a Reference Bank and designate a substitute Reference Bank. Notice of any such substitution will be given to the Depository and the Paying Agents.

#### 4. Amortisation

(a) **Revolving Period:**

During the Revolving Period and subject to the occurrence of a Partial Amortisation Event, the Class A<sub>1-2007-1</sub> Noteholders will only receive payments of interest on the Class A<sub>1-2007-1</sub> Notes on each Monthly Payment Date and will not receive any principal payment.

In the event of occurrence of a Partial Amortisation Event on any Monthly Payment Date relating to a Reference Period falling within the Revolving Period, the Priority of Payments on such Monthly Payment Date shall procure that all Class of Notes are amortised on a *pro rata* and *pari passu* basis by applying the Partial Amortisation Amount.

(b) **Amortisation Period:**

On each Monthly Payment Date relating to Reference Periods of the Amortisation Period, the Class A<sub>1-2007-1</sub> Notes shall be subject to a *pro rata* amortisation (subject to the occurrence of any Accelerated Amortisation Event or any Issuer Liquidation Event), in accordance with the applicable Priority of Payments.

The amortisation of the Class A<sub>1-2007-1</sub> Notes shall commence on the Class A<sub>1-2007-1</sub> Notes Normal Amortisation Starting Date. The Class A<sub>1-2007-1</sub> Notes shall be amortised on each Monthly Payment Date following the occurrence of the Class A<sub>1-2007-1</sub> Notes Normal Amortisation Starting Date.

(c) **Accelerated Amortisation Period:**

Following the occurrence of an Accelerated Amortisation Event or an Issuer Liquidation Event, the Class A<sub>1-2007-1</sub> Notes shall be subject to mandatory amortisation on each Monthly Payment Date from the Monthly Payment Date relating to the first Reference Period of the Accelerated Amortisation Period until the Class A<sub>1-2007-1</sub> Notes are amortised in full, in accordance with the applicable Priority of Payments. The Class A<sub>1-2007-1</sub> Notes shall be amortised on each Monthly Payment Date in an amount equal to the Class A<sub>1-2007-1</sub> Notes Amortisation Amount, it being provided that the Class A<sub>1-2007-1</sub> Notes shall be amortised on a *pari passu* basis *pro rata* the then Outstanding Amount of the Class A Notes of each Series, irrespective of their respective Class A Notes Issue Dates and Series.

(d) **Determination of the Amortisation of the Class A<sub>1-2007-1</sub> Notes:**

(i) **Amortisation Period:**

During the Amortisation Period, and prior to each Monthly Payment Date, the Management Company shall determine, if applicable:

- (a) the Investor Notes Amortisation Amount on such Monthly Payment Date;
- (b) the Class A<sub>1-2007-1</sub> Notes Amortisation Amount due and payable on the relevant Monthly Payment Date;
- (c) the Class A<sub>1-2007-1</sub> Notes Outstanding Amount on such Monthly Payment Date;
- (d) the Class A<sub>1-2007-1</sub> Notes Interest Rate applicable on such Monthly Payment Date to each Series and each Category; and
- (e) the Class A<sub>1-2007-1</sub> Notes Interest Amount due and payable on such Monthly Payment Date.

(ii) **Accelerated Amortisation Period:**

During the Accelerated Amortisation Period, the Class A<sub>1-2007-1</sub> Notes shall be repaid to the extent of the Available Collections and the Subsidised Interest Instalment Amounts on each Monthly Payment Date until redeemed in full, and in accordance with the applicable Priority of Payment. The Class A<sub>1-2007-1</sub> Notes shall be amortised on a *pari passu* basis with the Class A Notes of different Series, and *pro rata* to the Class R Notes, irrespective of their respective Issue Dates, Series and categories.

(e) **Class A<sub>1-2007-1</sub> Notes Legal Maturity Date:**

Unless previously redeemed, the Class A<sub>1-2007-1</sub> Notes will be redeemed at their principal amount outstanding on 18 October 2019 (subject to adjustment for non-business days (as specified in Condition 3) in accordance with the applicable Priority of Payment.

(f) **No purchase:**

The Issuer shall not purchase any of the Class A<sub>1-2007-1</sub> Notes.

(g) **Cancellation:**

All Class A<sub>1-2007-1</sub> Notes which are redeemed by the Issuer pursuant to paragraphs (a) to (f) of this Condition 4 will be cancelled and accordingly may not be reissued or resold.

(h) **Other methods of redemption:**

The Class A<sub>1-2007-1</sub> Notes shall only be redeemed as specified in these Class A<sub>1-2007-1</sub> Conditions.

## 5. Payments

- (a) **Method of Payment:** Payments of principal and interest in respect of Class A<sub>1-2007-1</sub> Notes will be made in Euro by credit or transfer to a Euro denominated account (or any other account to which Euro may be credited or transferred) specified by the payee with a bank, in a country within the TARGET System (as defined below). Such payments shall be made for the benefit of the Class A<sub>1-2007-1</sub> Noteholders to the Account Holders (including the depositary banks for Euroclear and Clearstream, Luxembourg) and all payments validly made to such Account Holders in favour of Noteholders will be an effective discharge of the Issuer and the Paying Agents, as the case may be, in respect of such payment.
- (b) **Payments subject to fiscal laws:** Payments in respect of principal and interest on the Class A<sub>1-2007-1</sub> Notes will, in all cases, be made subject to any fiscal or other laws and regulations applicable thereto. No commission or expenses shall be charged to the Noteholders in respect of such payments.

(c) **Payments on Business Days:** If the due date for payment of any amount of principal or interest in respect of any Class A<sub>1-2007-1</sub> Note is not a Business Day, payment shall not be made of the amount due and credit or transfer instructions shall not be given in respect thereof until the next following Business Day unless such Business Day falls in the next calendar month in which case such Monthly Payment Date shall be brought forward to the immediately preceding Business Day. If any payment is postponed as a result of the foregoing, the Class A<sub>1-2007-1</sub> Noteholders shall not be entitled to any interest or other sums in respect of such postponed payment.

(d) **Paying Agents:**

The initial Principal Paying Agent and its respective initial registered offices are as follows:

**Société Générale**

29, boulevard Haussmann

75008 Paris

France

The initial Luxembourg Paying Agent and its respective initial specified offices are as follows:

**Société Générale Bank & Trust**

11 avenue Emile Reuter

L2420 Luxembourg, BP1271

Grand Duchy of Luxembourg

Pursuant to the provisions of the Paying Agency Agreement, the Management Company and the Depository will be entitled at any time to modify or terminate the appointment of any paying agent and/or appoint another or other paying agent(s) in relation to the Class A<sub>1-2007-1</sub> Notes and/or approve any change in the specified offices of the Paying Agents, however subject to a 6-month prior notice and provided that, (a) so long as any of the Class A<sub>1-2007-1</sub> Notes is listed on the Luxembourg Stock Exchange, it will at all times maintain a paying agent in relation of the Class A<sub>1-2007-1</sub> Notes having a specified office in Paris. Notice of any amendments to the Paying Agency Agreement shall promptly be given to the Noteholders in accordance with Condition 9 (*Notices to the Class A<sub>1-2007-1</sub> Noteholders*).

Pursuant to the provisions of the Paying Agency Agreement, in the event that the ratings of the short-term unsecured, unsubordinated and unguaranteed debt obligations of the Paying Agents or, or, if the Paying Agents are not rated, the ratings of the short-term unsecured, unsubordinated and unguaranteed debt obligations of the Paying Agent Reference Shareholders, fall below “P1” by Moody’s or “A-1” by S&P, the Management Company will terminate the Paying Agency Agreement and will appoint another or other paying agent(s) in relation with the Class A<sub>1-2007-1</sub> Notes, the short-term unsecured, unsubordinated and unguaranteed debt obligations of which are rated not lower than “P1” by Moody’s and “A-1” by S&P or, if such paying agent(s) is/are not rated, whose reference shareholders short-term unsecured, unsubordinated and unguaranteed debt obligations are rated not lower than “P1” by Moody’s and “A-1” by S&P and with the prior approval of the Depository.

## 6. Taxation

(a) **Tax Exemption:** The Class A<sub>1-2007-1</sub> Notes being denominated in Euro will be deemed to be issued outside the Republic of France and, accordingly, under current French law, interest and other revenues in respect of the Class A<sub>1-2007-1</sub> Notes will benefit from the exemption from

deduction of tax at source on account of French taxes provided by Article 131 quarter of the French General Tax Code (*Code Général des Impôts*). Accordingly, such payments will not give the right to any tax credit from any French source.

- (b) **No Additional Amounts:** If French law or any other relevant law should require that any payment of principal or interest in respect of the Notes be subject to deduction or withholding in respect of any present or future taxes, duties, assessments or other governmental charges of whatever nature imposed or levied by or on behalf of the Republic of France or any authority therein or thereof having power to tax, payments of principal and interest in respect of the Class A<sub>1-2007-1</sub> Notes shall be made net of any such withholding tax or deduction for or on account of any French or any other tax law applicable to the Class A<sub>1-2007-1</sub> Notes in any relevant state or jurisdiction and the Issuer shall be under no obligation to pay additional amounts as a consequence of any such withholding or deduction.
- (c) **Supply of Information:** Each Class A<sub>1-2007-1</sub> Noteholder shall be responsible for supplying to the Paying Agents, in a timely manner, any information as may be reasonably required by the latter in order for it to comply with the identification and reporting obligations imposed on it by European Council Directive 2003/48/EC or any European Directive implementing the conclusions of the ECOFIN Council Meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to such Directive.

## 7. Accelerated Amortisation Events

- (a) **Accelerated Amortisation Events:** The Management Company (acting on its own behalf or upon written notice (with copy to the Depository and the Paying Agents) from the Class A<sub>1-2007-1</sub> Noteholders Representative (as defined in Condition 8 (*Representation of the Class A<sub>1-2007-1</sub> Notes*)) of the *Masse* (as defined in Condition 8 (*Representation of the Class A<sub>1-2007-1</sub> Notes*)) (upon written request of any Class A<sub>1-2007-1</sub> Noteholder)), shall cause all Class A<sub>1-2007-1</sub> Notes (but not some only) and all Class A Notes issued in connection with any Series to become immediately due and repayable, whereupon they shall without further formality become immediately due and payable at their principal amount outstanding, together with interest accrued to the date of repayment, as of the date on which a copy of such notice for payment is received by the Paying Agents, if any of the following events (the “**Accelerated Amortisation Events**”) shall occur, unless prior to the receipt of such notice all Accelerated Redemption Events in respect of the Class A<sub>1-2007-1</sub> Notes shall have been cured:
  - (a) the occurrence of a Seller Event of Default;
  - (b) the occurrence of a Servicer Event of Default;
  - (c) at any time, the Management Company becomes aware that, for more than thirty (30) days, either of the Depository, the Issuer Account Bank, the Issuer Cash Manager or the Servicer is not in a position to comply with or perform any of its obligations or undertakings under the terms of the Issuer Transaction Documents to which it is a party, for any reason whatsoever (including the withdrawal of the relevant licence or authorisation) and the relevant entity has not been replaced in accordance with the provisions of the Issuer Regulations;
  - (d) at any time, the Depository becomes aware of that, for more than thirty (30) days, the Management Company is not in a position to comply with or perform any of its

obligations or undertakings under the terms of the Issuer Transaction Documents to which it is a party, for any reason whatsoever (including the withdrawal of the relevant licence or authorisation) and it has not been replaced in accordance with the provisions of the Issuer Regulations;

- (e) at any time, more than thirty (30) days have elapsed since the Management Company has become aware of the downgrading of the unsecured, unsubordinated and unguaranteed debt obligations of the Issuer Stand-by Swap Provider (if any) or the Issuer Swap Counterparty (in case there is no Issuer Stand-by Swap Provider) or the Issuer Novated Swap Counterparty (if any) to lower than the Required Ratings, and the measures required to be taken by the Issuer Swap Counterparty and/or the Management Company on behalf of the Issuer have not been taken in accordance with the relevant provisions of the Issuer Regulations and the Issuer Swap Agreement;
- (f) in the event that the long-term, senior, unsecured and unguaranteed debt obligations of the Issuer Swap Counterparty (or its successor or assignee) cease to be rated at least as high as “Baa3” by Moody’s or “BBB-” by Standard & Poor’s, and the Issuer Swap Counterparty fails within two (2) Business Days after the occurrence of any such an event, to provide the Issuer Stand-by Swap Provider with the amount of collateral provided for in the Issuer Swap Agreement;
- (g) the Average Net Margin is less than zero on any Calculation Date;
- (h) on any Calculation Date, the General Reserve Estimated Balance (following application of the relevant Priority of Payments, and excluding the Production of Eligible Receivables to be transferred on the following Monthly Payment Date, the Short Term Revolving Notes Issue Amount and the Investor Notes Issue Amount), is under the General Reserve Required Level; and
- (i) a novation of the Issuer Swap Agreement to the Issuer Stand-by Swap Provider.

Upon the occurrence of an Accelerated Redemption Event, the Replenishment Period, the Revolving Period or the Amortisation Period shall end immediately and the Accelerated Amortisation Period shall start on the Monthly Payment Date falling on or immediately after the occurrence of such Accelerated Redemption Event. Accordingly, payments of principal shall be made thereon as set out in Condition 4.

## 8. Representation of the Class A<sub>1-2007-1</sub> Noteholders

- (a) **The Masse:** Pursuant to article L. 228-46 of the French Commercial Code the Class A<sub>1-2007-1</sub> Noteholders will be grouped automatically for the defence of their respective common interests in a *masse* (hereinafter referred to as the “*Masse*”).

The *Masse* is, in accordance with Article L. 228-90 of the French Commercial Code, governed solely by the legal provisions that are expressed as applicable to the Class A<sub>1-2007-1</sub> Notes as stated above and subject to the foregoing paragraph.

The *Masse* will be governed by the provisions of the French Commercial Code (with the exception, the Issuer having no legal personality, of the provisions of Article R. 225-67 of the French Commercial Code); notices calling for a general meeting of the Class A<sub>1-2007-1</sub> Noteholders (a “**Class A<sub>1-2007-1</sub> Noteholders General Meeting**”), any other mandatory provisions from time to time governing *obligations* issued by *fonds communs de créances* and resolutions

passed at any Class A<sub>1-2007-1</sub> Noteholders General Meeting and any other decision to be published pursuant to French legal and regulatory provisions will be published as provided under Class A<sub>1-2007-1</sub> Condition 9.

- (b) **Legal personality:** The *Masse* will be a separate legal entity, by virtue of Article L. 228-46 of the French Commercial Code acting in part through one representative (the “**Class A<sub>1-2007-1</sub> Noteholders Representative**”) and in part through a Class A<sub>1-2007-1</sub> Noteholders General Meeting.

The *Masse* alone, to the exclusion of all individual Class A<sub>1-2007-1</sub> Noteholders, shall exercise the common rights, actions and benefits which now or in the future may accrue with respect to the Class A<sub>1-2007-1</sub> Notes.

- (c) **Class A<sub>1-2007-1</sub> Noteholders Representative:** The office of Class A<sub>1-2007-1</sub> Noteholders Representative may be conferred on a person of any nationality provided that such person resides in France. However, the following persons may not be chosen as Class A<sub>1-2007-1</sub> Noteholders Representative:

- (i) the Management Company, the Depository, the members of their Board of Directors (*conseil d’administration*), their general managers (*directeurs généraux*), their statutory auditors or its employees and their ascendants, descendants and spouses;
- (ii) the Seller;
- (iii) companies possessing at least 10 per cent. of the share capital of the Management Company and/or the Depository or of which the Management Company and/or the Depository possess at least 10 per cent. of the share capital;
- (iv) companies guaranteeing all or part of the obligations of the Issuer, their respective managers (*gérants*), general managers (*directeurs généraux*), members of their Board of Directors (*conseil d’administration*), Executive Board (*directoire*), or Supervisory Board (*conseil de surveillance*), their statutory auditors, managers, as well as their ascendants, descendants and spouses;
- (v) persons to whom the practice of banker is forbidden or who have been deprived of the right of directing, administering or managing a business in whatever capacity.

The initial Class A<sub>1-2007-1</sub> Noteholders Representative shall be:

Fabrice Garnier  
76, rue Paul Vaillant Couturier  
92300 Levallois-Perret  
France

The substitute Class A<sub>1-2007-1</sub> Noteholders Representative shall be:

David Weil  
18, Avenue du président Wilson  
75116 Paris  
France

In the event the initial Class A<sub>1-2007-1</sub> Noteholders Representative is unable to perform his duties, he will be replaced by the substitute Class A<sub>1-2007-1</sub> Noteholders Representative.



The substitute Class A<sub>1-2007-1</sub> Noteholders Representative replaces the initial Class A<sub>1-2007-1</sub> Noteholders Representative when the initial Class A<sub>1-2007-1</sub> Noteholders Representative is no longer able to fulfil his duties upon his receipt of notice by registered mail from the initial Class A<sub>1-2007-1</sub> Noteholders Representative, the Management Company, the Depository or any other interested party of the inability of the initial Class A<sub>1-2007-1</sub> Noteholders Representative to fulfil his duties. In the event of such replacement, the substitute Class A<sub>1-2007-1</sub> Noteholders Representative shall have the same powers as the replaced Class A<sub>1-2007-1</sub> Noteholders Representative.

In the event the substitute Class A<sub>1-2007-1</sub> Noteholders Representative is unable to perform his duties, a replacement Class A<sub>1-2007-1</sub> Noteholders Representative will be elected by a meeting of the Class A<sub>1-2007-1</sub> Noteholders General Meeting.

All interested parties will at all times have the right to obtain the name and the address of the Class A<sub>1-2007-1</sub> Noteholders Representative at the head office of the Management Company, the Depository and at the offices of any of the Paying Agent.

If all Class A<sub>1-2007-1</sub> Notes are held by a single Class A<sub>1-2007-1</sub> Noteholder, the rights, powers and authority of the *Masse* will be vested in such Class A<sub>1-2007-1</sub> Noteholder.

- (d) **Powers of the Class A<sub>1-2007-1</sub> Noteholders Representative:** Pursuant to Article L. 228-53 of the French Commercial Code, the Class A<sub>1-2007-1</sub> Noteholders Representative shall, in the absence of any decision to the contrary of the Class A<sub>1-2007-1</sub> Noteholders General Meeting, have the power to take all acts of management (*acte de gestion*) to defend the common interests of the Class A<sub>1-2007-1</sub> Noteholders.

Pursuant to Article L. 228-54 of the French Commercial Code, all legal proceedings against the Class A<sub>1-2007-1</sub> Noteholders or initiated by them in order to be justifiable, must be brought against the Class A<sub>1-2007-1</sub> Noteholders Representative or by it, and any legal proceedings which shall not be brought in accordance with this provision shall not be legally valid.

The Class A<sub>1-2007-1</sub> Noteholders Representative may not interfere in the management of the affairs of the Issuer.

The Class A<sub>1-2007-1</sub> Noteholders Representative shall not be entitled to take any steps:

- (i) to initiate or join any person in initiating any liquidation proceedings in relation to the Issuer; or
- (ii) to take any steps or proceedings that would result in the Priority of Payment in the Issuer Regulations not being observed.

- (e) **General Meeting of the Class A<sub>1-2007-1</sub> Noteholders:** Class A<sub>1-2007-1</sub> Noteholders General Meeting may be held in any location and at any time, on convocation by the Class A<sub>1-2007-1</sub> Noteholders Representative. One or more Class A<sub>1-2007-1</sub> Noteholders, holding together at least one-thirtieth of outstanding Class A<sub>1-2007-1</sub> Notes may address to the Class A<sub>1-2007-1</sub> Noteholders Representative a demand for convocation of the Class A<sub>1-2007-1</sub> Noteholders General Meeting; if such Class A<sub>1-2007-1</sub> Noteholders General Meeting has not been convened within two months from such demand, such Class A<sub>1-2007-1</sub> Noteholders may commission one of themselves to petition the competent court in Paris to appoint an agent (*mandataire*) who will call the meeting.

Notice of the date, hour, place, agenda and quorum requirements of any meeting of a Class A<sub>1-2007-1</sub> Noteholders General Meeting will be published as provided under Class A<sub>1-2007-1</sub> Condition 9 not less than fifteen (15) days prior to the date of the Class A<sub>1-2007-1</sub> Noteholders

General Meeting for a first convocation and not less than six (6) days in the case of a second convocation prior to the date of the reconvened Class A<sub>1-2007-1</sub> Noteholders General Meeting.

Each Class A<sub>1-2007-1</sub> Noteholder has the right to participate in meetings of the *Masse* in person, by proxy, correspondence, or if the Issuer Regulations so specify, videoconference or any other means of telecommunication allowing the identification of the participating Class A<sub>1-2007-1</sub> Noteholders. Each Class A<sub>1-2007-1</sub> Note carries the right to one vote.

- (f) **Powers of the Class A<sub>1-2007-1</sub> Noteholders General Meeting:** A Class A<sub>1-2007-1</sub> Noteholders General Meeting is empowered to deliberate on the dismissal and replacement of the Class A<sub>1-2007-1</sub> Noteholders Representative, and also may act with respect to any other matter that relates to the common rights, actions and benefits which now or in the future may accrue with respect to the Class A<sub>1-2007-1</sub> Notes, including authorising the Class A<sub>1-2007-1</sub> Noteholders Representative to act as plaintiff or defendant.

A Class A<sub>1-2007-1</sub> Noteholders General Meeting may further deliberate on any proposal relating to the modification of the Class A<sub>1-2007-1</sub> Conditions (provided that the Class A<sub>1-2007-1</sub> Noteholders Representative may, without the consent of the Class A<sub>1-2007-1</sub> Noteholders, agree to any modification of the Class A<sub>1-2007-1</sub> Conditions if it is to correct a manifest error or is of a formal, minor or technical nature), including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, it being specified, however, that a Class A<sub>1-2007-1</sub> Noteholders General Meeting may not increase the obligations of (including any amounts payable by) the Class A<sub>1-2007-1</sub> Noteholders nor establish any unequal treatment between the Class A<sub>1-2007-1</sub> Noteholders.

Class A<sub>1-2007-1</sub> Noteholders General Meeting may deliberate validly on first convocation only if Class A<sub>1-2007-1</sub> Noteholders present or represented hold at least one quarter of the principal amount of the Class A<sub>1-2007-1</sub> then outstanding. On second convocation, no quorum shall be required. Decisions at meetings shall be taken by a two-thirds majority of votes cast by the Class A<sub>1-2007-1</sub> Noteholders attending such meeting or represented thereat.

- (g) **Notice of Decisions:** Decisions of the Class A<sub>1-2007-1</sub> Noteholders General Meetings must be published in accordance with the provisions set out in Condition 9 (*Notices to the Class A<sub>1-2007-1</sub> Noteholders*) not more than ninety (90) days from the date thereof.
- (h) **Information of the Class A<sub>1-2007-1</sub> Noteholders:** Each Class A<sub>1-2007-1</sub> Noteholder or representative thereof will have the right, during the fifteen (15) day period preceding the holding of each meeting of a Class A<sub>1-2007-1</sub> Noteholders General Meeting, to consult or make a copy of the text of the resolutions which will be proposed and of the reports which will be presented at the meeting, which will be available for inspection at the offices of the Paying Agents and at any other place specified in the notice of meeting.
- (i) **Expenses:** The Issuer will not pay any expenses incurred by the operation of the *Masse*, including expenses relating to the calling and holding of meetings and the expenses which arise by virtue of the remuneration of the Class A<sub>1-2007-1</sub> Noteholders Representative, and more generally all administrative expenses resolved upon by a Class A<sub>1-2007-1</sub> Noteholders General Meeting, it being expressly stipulated that no expenses may be imputed against interest payable on the Class A<sub>1-2007-1</sub> Notes.

## 9. Notices to the Class A<sub>1-2007-1</sub> Noteholders

- (a) Notices may be given to Class A<sub>1-2007-1</sub> Noteholders in any manner deemed acceptable by the Management Company provided that for so long as the Class A<sub>1-2007-1</sub> Notes are listed on the Luxembourg Stock Exchange, such notice shall be in accordance with the rules of the Luxembourg Stock Exchange. Notices regarding the Class A<sub>1-2007-1</sub> Notes will be deemed duly given if published in a leading daily newspaper of general circulation in Luxembourg (which is expected to be the *d'Wort*) and any other newspaper of general circulation appropriate for such publications and approved by the Management Company and the Depository. Notices can also be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).
- (b) Such notices shall be addressed to the Rating Agencies.
- (c) Class A<sub>1-2007-1</sub> Noteholders will be deemed to have received such notices three (3) Business Days after the date of their publication.
- (d) In the event that the Management Company declares the dissolution of the Issuer after the occurrence of an Issuer Liquidation Event or upon the request of the Seller, the Management Company will notify such decision to the Class A<sub>1-2007-1</sub> Noteholders within ten (10) Business Days. Such notice will be deemed to have been duly given if published in the leading daily newspaper of Paris mentioned above. The Management Company may also notify such decision on its website or through any appropriate medium.

## 10. Prescription

After the Class A<sub>1-2007-1</sub> Notes Legal Maturity Date, any part of the nominal value of the Class A<sub>1-2007-1</sub> Notes or of the interest due thereon which may remain unpaid will be automatically cancelled, so that the Class A<sub>1-2007-1</sub> Noteholders, after such date, shall have no right to assert a claim in this respect against the Issuer, regardless of the amounts which may remain unpaid after the Class A<sub>1-2007-1</sub> Notes Legal Maturity Date.

## 11. Limited Recourse

If on any relevant Monthly Payment Date, payments received from the Assets of the Issuer, after payment, in particular, of the Issuer Fees and any payment due under the Issuer Swap Agreement in accordance with the relevant Priority of Payment, are insufficient to pay in full any amount of principal and/or interest payable in respect of the Class A<sub>1-2007-1</sub> Notes, any arrears resulting therefrom shall be payable on the following Monthly Payment Dates subject to the applicable Priority of Payment and to the extent of the Issuer's available amounts. Neither the Class A<sub>1-2007-1</sub> Noteholders Representative nor any Class A<sub>1-2007-1</sub> Noteholder may take any further steps against the Issuer or any of its assets to recover any unpaid sum.

## 12. Further Issues

- (a) **Further Class A Notes:** The Issuer Regulations provide that, in addition to the Class A<sub>1-2007-1</sub> Notes being hereby offered, additional Class A Notes (the "**Further Class A Notes**") may be issued.
- (b) **Terms and Conditions:** Pursuant to the Issuer Regulations, the Issuer may from time to time without the consent of the Noteholders, issue Further Senior Class A Notes having substantially the same terms and conditions as the Class A<sub>1-2007-1</sub> (except for the issue date, the rate of interest, the first interest period, the first monthly payment date, the first interest amount and the legal

maturity date). Upon decision of the Management Company and Depository and upon confirmation by the Rating Agencies that the then current rating of any Rated Notes then outstanding will not be affected as a result, the Issuer may issue Further Series of Class A Notes on each relevant Monthly Payment Date during the Replenishment Period.

(c) **Series and Categories:**

(i) **Series of Notes:**

On a given Monthly Payment Date relating to a Reference Period falling within the Replenishment Period, all Class A Notes and Class B Notes issued on that date will be part of a single Series of Class A Notes, Class B Notes and Class C Notes, which shall be designated by means of:

- (x) a four digit number representing the year on which the Series was issued, in the following format: “Series<sub>20xx</sub>”, followed by:
- (y) the number of such Series in respect of the relevant year, in the following format: “y”.

in the following format: Series<sub>20xx-y</sub>.

(ii) **Category of Class A Notes:**

A given Series of Class A Notes might upon common decision of the Management Company and Depository comprise different categories of Class A Notes, which shall be designated by means of:

- (x) the number of the category “i”, followed by
- (y) the identification of the Series as set out in 2(a) above,

in the following format: Class A<sub>i-20xx-y</sub>.

In respect of a given Series of Class A Notes and Class B Notes, the categories of Class A Notes shall have different Class A<sub>i-20xx-y</sub> Normal Amortisation Starting Dates and different Class A<sub>i-20xx-y</sub> Notes Interest Rates.

In respect of a given Series, the different categories of Class A Notes shall not be fungible among themselves.

(iii) **General Principles relating to the Series and Categories of Class A Notes:**

The Class A Notes of different Series shall not be fungible among themselves.

The financial characteristics of the Class A Notes of all Series shall be as set out in this section.

All Class A Notes issued on a given Monthly Payment Date within the same Series and the same category shall be fungible among themselves in accordance with and subject to the following provisions:

- (x) the Class A<sub>i-20xx-y</sub> Notes of the same Series and the same category shall all bear the same interest rate which is the Class A<sub>i-20xx-y</sub> Notes Interest Rate, in accordance with the Condition 3(b);

- (y) the Class A<sub>i-20xx-y</sub> Notes Interest Amount payable under the Class A<sub>i-20xx-y</sub> Notes of a given Series shall be paid on the same Monthly Payment Dates; and
  - (z) the Class A<sub>i-20xx-y</sub> Notes in respect of a given Series and of a given category shall have the same maturity date as set out in Condition 4(e).
- (iv) **Interest on the Further Class A Notes:**
- (x) Interest Periods and Monthly Payment Dates:
    - (aa) Period of Accrual
 

All Class A<sub>i-20xx-y</sub> Notes shall bear interest in arrears on the relevant Class A<sub>i-20xx-y</sub> Notes Outstanding Amount from (and including) the relevant Class A<sub>i-20xx-y</sub> Notes Issue Date, to (but excluding) the earlier of:

      - (i) the date on which the Class A<sub>i-20xx-y</sub> Notes Outstanding Amount of the relevant Class A<sub>i-20xx-y</sub> Notes is reduced to zero, or
      - (ii) the relevant Class A<sub>i-20xx-y</sub> Notes Legal Maturity Date,

and shall accrue interest on their respective Class A<sub>i-20xx-y</sub> Notes Outstanding Amount at the Class A<sub>i-20xx-y</sub> Notes Interest Rate as calculated in accordance with Condition 3(b) on a monthly basis.
    - (bb) Interest Periods:
 

The interest period for all Class A<sub>i-20xx-y</sub> Notes shall be:

      - (i) the period commencing on (and including) the Class A<sub>i-20xx-y</sub> Notes Issue Date of the relevant Series of Class A Notes, and ending on (but excluding) the first Monthly Payment Date following such Class A<sub>i-20xx-y</sub> Notes Issue Date; and
      - (ii) the subsequent periods commencing on (and including) a Monthly Payment Date and ending on (but excluding) the immediately following Monthly Payment Date (each, an “**Interest Period**”).
    - (cc) Monthly Payment Dates:
 

Interest on the Class A Notes shall be payable in arrears on each Monthly Payment Date relating to a Reference Period.
  - (x) Interest Rate:
    - (aa) Rate of Interest:
 

The interest rate on any Class A<sub>i-20xx-y</sub> Note of any Series and of any category is in respect of any Monthly Payment Date the sum of EURIBOR 1 month as at 2 Business Days before the immediately preceding Monthly Payment Date, and of the Relevant Margin (the “**Class A<sub>i-20xx-y</sub> Notes Interest Rate**”).
    - (bb) Determination:

Determination of Class A<sub>i-20xx-y</sub> Notes Interest Rate: On each Calculation Date, the Management Company will determine the Class A<sub>i-20xx-y</sub> Notes Interest Rate applicable to, and calculate the amount of interest payable in respect of, each Class A<sub>i-20xx-y</sub> Note on the following Monthly Payment Date.

On each Calculation Date, the Management Company will determine the Class A<sub>i-20xx-y</sub> Notes Interest Amount payable under the Class A<sub>i-20xx-y</sub> Notes of each Series and each Category on the following Monthly Payment Date, as being equal to the product of:

- (i) the relevant Class A<sub>i-20xx-y</sub> Notes Interest Rate;
- (ii) the relevant Class A<sub>i-20xx-y</sub> Notes Outstanding Amount as of the preceding Monthly Payment Date; and
- (iii) the number of days of the relevant Interest Period, divided by 360.

The Management Company will promptly notify the Class A<sub>i-20xx-y</sub> Notes Interest Rate, each Class A<sub>i-20xx-y</sub> Notes Interest Amount and the Class A Notes Interest Amount with respect to each Interest Period, each Series and each Category, to the Class A Noteholders on such Calculation Date.

(iv) **Amortisation of the Further Class A Notes:**

(x) Amortisation Period:

On each Monthly Payment Date relating to Reference Periods of the Amortisation Period, some Class A<sub>i-20xx-y</sub> Notes shall be subject to a *pro rata* amortisation (subject to the occurrence of any Accelerated Amortisation Event or any Liquidation Event), in accordance with the applicable Priority of Payments.

In respect of a given Series, the different categories of Class A Notes shall have different Class A<sub>i-20xx-y</sub> Notes Normal Amortisation Starting Dates.

The Class A<sub>i-20xx-y</sub> Notes shall be amortised on each Monthly Payment Date as follows in respect of Class A<sub>i-20xx-y</sub> Notes of the same Series but of different categories: the Class A<sub>i-20xx-y</sub> Notes of the category “j” where “j” is higher than “i” shall start amortising only when the Class A<sub>i-20xx-y</sub> Notes of the category “i” have been repaid in full.

(y) Amortisation Starting Date and Legal Maturity Date:

The Class A<sub>i-20xx-y</sub> Notes Normal Amortisation Starting Date applicable to each Series shall be the date agreed upon by the Management Company and the Depository, it being provided that the amortisation of any Class A<sub>i-20xx-y</sub> Notes shall start on each first Monthly Payment Date following the relevant Class A<sub>i-20xx-y</sub> Notes Amortisation Starting Date.

The Class A<sub>i-20xx-y</sub> Notes Legal Maturity Date will be as set out in the prospectus for the issuance and the listing of the relevant Class A Notes.

### 13. Governing Law and Submission to Jurisdiction

- (a) **Governing law:** The Class A<sub>1-2007-1</sub> Notes and the Issuer Transaction Documents (other than the Issuer Swap Agreement which is governed by, and shall be construed in accordance with, English law and other than the Data Trust Agreement, the German Account Pledge Agreement and certain provisions of the Master Receivables Transfer Agreement in relation to any transfer or re-transfer of the Receivables and the Ancillary Rights from the Seller to the Issuer which are governed by, and shall be construed in accordance with, German law) are governed by and shall be construed in accordance with French law.
- (b) **Submission to Jurisdiction:** Pursuant to the Issuer Regulations, the Management Company and the Depository have submitted to the exclusive jurisdiction of the commercial courts of Paris, France for all purposes in connection with the Class A<sub>1-2007-1</sub> Notes and the Issuer Transaction Documents (other than the Issuer Swap Agreement which are subject to the jurisdiction of the courts of England and Wales and other than the Data Trust Agreement and the German Account Pledge Agreement which are subject to the non-exclusive jurisdiction of the district court (*Landgericht*) of Frankfurt am Main).

## TERMS AND CONDITIONS OF THE CLASS B<sub>2007-1</sub> NOTES

*The following are the Terms and Conditions for the Class B<sub>2007-1</sub> Notes in the form in which they will be set out in the Issuer Regulations. These terms and conditions include summaries of, and are subject to, the detailed provisions of, the Issuer Regulations, the Paying Agency Agreement and the other Issuer Transaction Documents.*

The EUR 6,000,000 Class B<sub>2007-1</sub> Asset Backed Floating Rate Notes due 18 October 2019 (the “**Class B<sub>2007-1</sub> Notes**”), will be issued by Cars Alliance Auto Loans Germany, a French *fonds commun de créances* regulated and governed by articles L. 214-43 to L. 214-49 and articles R. 214-92 to R. 214-115 of the French Monetary and Financial Code (the “**Issuer**”) and established pursuant to the terms of the Issuer Regulations dated 28 September 2007 made between the Management Company and the Depository.

The Class B<sub>2007-1</sub> Notes are issued with the benefit of a paying agency agreement (the “**Paying Agency Agreement**”) dated 28 September 2007 between the Management Company, the Depository, the Issuer Account Bank, Société Générale as principal paying agent (the “**Principal Paying Agent**”) and Société Générale Bank & Trust (the “**Luxembourg Paying Agent**”, together with the Principal Paying Agent, the “**Paying Agents**”, which expression shall, where the context so admits, include any successors for the time being of the Paying Agent(s) or any additional paying agent(s) appointed thereunder from time to time). Holders of the Class B<sub>2007-1</sub> Notes (the “**Class B<sub>2007-1</sub> Noteholders**”) and holders of Further Class B Notes (as defined in Condition 12 (Further Class B Notes)) are deemed to have notice of the provisions of the Paying Agency Agreement applicable to them.

Certain statements in these Conditions are subject to the detailed provisions of the Paying Agency Agreement, copies of which are available for inspection at the specified offices of the Paying Agents. References below to “**Conditions**” are, unless the context otherwise requires, to the numbered paragraphs below.

### 1. Form, Denomination and Title

- (a) **Form and Denomination:** The Class B<sub>2007-1</sub> Notes will be issued by the Issuer in bearer dematerialised form in the minimum denomination of EUR 100,000 each.
- (b) **Title:** Title to the Class B<sub>2007-1</sub> Notes will be evidenced in accordance with article L.211-4 of the French Monetary and Financial Code by book-entries (*inscriptions en compte*). No physical document of title (including *certificats représentatifs* pursuant to Article R. 211-7 of French Monetary and Financial Code) will be issued in respect of the Class B<sub>2007-1</sub> Notes. The Class B<sub>2007-1</sub> Notes will, upon issue, be inscribed in the books (*inscription en compte*) of Euroclear France which shall credit the accounts of the Euroclear France Account Holders. For the purpose of these Conditions, “**Euroclear France Account Holder**” shall mean any authorised financial intermediary institution entitled to hold accounts, directly or indirectly, on behalf of its customers with Euroclear France, and Euroclear Bank S.A./N.V. as operator of the Euroclear System (“**Euroclear**”) and Clearstream Banking, *société anonyme* (“**Clearstream, Luxembourg**”). Title to the Notes shall be evidenced by entries in the books of Euroclear France Account Holders and will pass upon, and transfer of Class B<sub>2007-1</sub> Notes may only be effected through, registration of the transfer in such books.

### 2. Status and Ranking of the Notes; Relationship between the Notes

- (a) **Status and Ranking of the Class B<sub>2007-1</sub> Notes:** The Class B<sub>2007-1</sub> Notes when issued will constitute direct, unconditional and subordinated obligations (*titres de créances spécifiques* within the meaning of Article R. 214-97 of the French Monetary and Financial Code) of the Issuer and all payments of principal and interest (and arrears, if any) on the Class B<sub>2007-1</sub> Notes



shall be made and according to the applicable Priority of Payments (See “Description of the Offered Notes — *Priority of Payments*”). The Class B<sub>2007-1</sub> Notes rank *pari passu* without preference or priority amongst themselves.

- (b) **Relationship between the Notes:** The relationship between the Notes shall be as follows:
- (i) Payments of interest in respect of the Class B Notes and of the Class S Notes are subordinated to payments of interest in respect of the Class A Notes and the Class R Notes. Payments of interest in respect of the Class C Notes and of the Class T Notes are subordinated to payments of interest in respect of the Class B Notes and the Class S Notes. Payments of interest in respect of the Class D Notes, if any, are subordinated to payments of interest in respect of the Class C Notes and the Class T Notes.
  - (ii) Payments of principal in respect of the Class B Notes and of the Class S Notes are subordinated to payments of principal in respect of the Class A Notes and the Class R Notes. Payments of principal in respect of the Class C Notes and of the Class T Notes are subordinated to payments of principal in respect of the Class B Notes and the Class S Notes. Payment of principal in respect of the Class D Notes, if any, are subordinated to payments of principal in respect of the Class C Notes and the Class T Notes.
  - (iii) Payments of interest and of principal in respect of the Class R Notes shall rank *pari passu* to payments of interest and of principal in respect of the Class A Notes. Payments of interest and of principal in respect of the Class S Notes shall rank *pari passu* to payments of interest and of principal in respect of the Class B Notes. Payments of interest and of principal in respect of the Class T Notes shall rank *pari passu* to payments of interest and of principal in respect of the Class C Notes.
- (c) **Priority of Payment:** Payments of interest and of principal of the Class B<sub>2007-1</sub> Notes shall be made in accordance with the relevant Priority of Payment.

### 3. Interest

- (a) **Period of Accrual:** Each Class B<sub>2007-1</sub> Note will bear interest in arrears on its principal amount outstanding (as defined below) from and including the Issue Date until the earlier (but excluding) of (x) the date on which the principal amount outstanding of the Class B<sub>2007-1</sub> Notes is reduced to zero or (y) the Class B<sub>2007-1</sub> Notes Legal Maturity Date.
- (b) **Monthly Payment Dates and Interest Periods:**
- (i) *Monthly Payment Dates:* Interest in respect of the Class B<sub>2007-1</sub> Notes will be payable monthly by reference to successive Interest Periods (as defined below) in arrear with respect to any Interest Period on the 18<sup>th</sup> of each month in each year (each a “**Monthly Payment Date**”). If any Monthly Payment Date falls on a day which is not a Business Day (as defined below), such Monthly Payment Date shall be postponed to the next day which is a Business Day unless such Business Day falls in the next calendar month in which case such Monthly Payment Date shall be brought forward to the immediately preceding Business Day. The first Monthly Payment Date shall be 18 November 2007.
  - (ii) *Interest Periods:* In these Class B<sub>2007-1</sub> Conditions, an “**Interest Period**” means the period from (and including) the Issue Date to (but excluding) the Monthly Payment Date falling in 18 November 2007 and, thereafter, each successive Interest Period will commence on (and include) a Monthly Payment Date and end on (but exclude) the next

Monthly Payment Date. The last Interest Period shall end on (and exclude) at the latest the Legal Maturity Date.

- (iii) Interest shall cease to accrue on any Class B<sub>2007-1</sub> Notes:
  - (i) on the date on which the principal amount outstanding on the Class B<sub>2007-1</sub> Notes is reduced to zero; or
  - (ii) if the Class B<sub>2007-1</sub> Notes are not entirely redeemed at that date, on the Legal Maturity Date.

(c) **Interest Rate on the Class B<sub>2007-1</sub> Notes:** The annual interest rate (the “**Class B<sub>2007-1</sub> Notes Interest Rate**”) applicable from time to time to the Class B<sub>2007-1</sub> Notes in respect of each Interest Period shall be the aggregate of (i) the relevant EURIBOR Reference Rate and (ii) the Relevant Margin (as defined below).

- (A) In these Class B<sub>2007-1</sub> Conditions, the relevant “**EURIBOR Reference Rate**” shall mean EURIBOR for one (1) month euro deposits in respect of each Interest Period, except the first Interest Period where it shall mean the rate resulting from the linear interpolation between EURIBOR for 1 month deposits and EURIBOR for 2 month deposits.

The relevant EURIBOR Reference Rate shall be determined by the Management Company on the basis of the following provisions:

- (i) on the second TARGET Business Day preceding each Monthly Payment Date (each such second TARGET Business Day being an “**Interest Determination Date**”), the Management Company will determine the interest rate applicable to deposits in euros in the Euro-Zone for a period of one (1) month which appears on the display page so designated on the Reuters service as the EURIBOR01 Page (the “**Screen Rate**”) (or such replacement page with the service which displays this information) at about 11.00 a.m. (Paris time) on such Interest Determination Date (or in the case of the first Interest Period, the rate resulting from the linear interpolation between EURIBOR for 1 month deposits and EURIBOR for 2 month deposits);
- (ii) if, on any Interest Determination Date, the Screen Rate is unavailable at such time and on such page (or such other page as aforesaid), the Management Company will determine the interest rate for deposits in euro for a period of one (1) month quoted on any electronic rate information page or pages as may be selected by it displaying quotes for the relevant EURIBOR Reference Rate on the Interest Determination Date in question being, if more than one rate is quoted and the rates quoted are not the same, the arithmetic mean (rounded to five decimal places, 0.000005 being rounded up) of the rates so quoted;
- (iii) if, on any Interest Determination Date, the Screen Rate is unavailable at such time and on such date (or such other page as aforesaid) or pursuant to (ii) above, the Management Company will request the principal Euro-zone office of each of BNP PARIBAS, Caisse Nationale de Crédit Agricole, HSBC France and Société Générale (the “**Reference Banks**”, which expression shall include any substitute reference bank(s) duly appointed by the Management Company), to provide the Management Company with their quoted rates to prime banks in the Euro-zone for one (1) month euro deposits in the Euro-zone interbank market as at or about 11.00 a.m. (Paris time) in each case on the Interest

Determination Date in question. The relevant EURIBOR Reference Rate shall be determined as the arithmetic mean of the offered quotations of those Reference Banks. If, on any such Interest Determination Date, only two or three of the Reference Banks provide such offered quotations to the Management Company, the relevant EURIBOR Reference Rate for the relevant Interest Period shall be determined, as aforesaid, on the basis of the offered quotations of those Reference Banks providing such quotations. If, on any such Interest Determination Date, only one or none of the Reference Banks provides the Management Company with such an offered quotation, the Management Company shall select two banks (or, where only one of the Reference Banks provides such a quotation, one additional bank) to provide such a quotation or quotations to the Management Company and the relevant EURIBOR Reference Rate for the Interest Period in question shall be determined, as aforesaid, on the basis of the offered quotations of such banks as so agreed (or, as the case may be, the offered quotations of such bank as so selected and the relevant Reference Bank). If no such bank or banks is or are so selected or such bank or banks as so selected does or do not provide such a quotation or quotations, then the relevant EURIBOR Reference Rate for the relevant Interest Period shall be the relevant Reference Rate in effect for the last preceding Interest Period to which sub-paragraph (i) or (ii) or the foregoing provisions of this paragraph (iii) shall have applied.

- (B) the Relevant Margin shall be 0.75 per cent. par annum.
- (d) **Day Count Fraction:** the day count fraction in respect of the calculation of an amount of interest on the Class B<sub>2007-1</sub> Notes for any Interest Period will be computed and paid on the basis of the actual number of days in the relevant Interest Period divided by 360.
- (e) **Determination of Class B<sub>2007-1</sub> Notes Interest Rate and Calculation of the Interest Amount:**
- (i) **Determination of Class B<sub>2007-1</sub> Notes Interest Rate:** On each Interest Determination Date the Management Company shall determine the Interest Rate applicable to, and calculate the amount of interest payable in respect of, the Class B<sub>2007-1</sub> Notes (the “**Class B<sub>2007-1</sub> Notes Interest Amount**”) on the relevant Monthly Payment Date.
- (ii) **Determination of the Class B<sub>2007-1</sub> Note Interest Amount:** The Class B<sub>2007-1</sub> Notes Interest Amount payable in respect of each Interest Period shall be calculated by applying the relevant Class B<sub>2007-1</sub> Notes Interest Rate to the Class B<sub>2007-1</sub> Notes Outstanding Amount as of the Monthly Payment Date at the commencement of such Interest Period (or the Issue Date for the first Interest Period), multiplying the product of such calculation by the actual number of days in such Interest Period and dividing it by 360, and rounding the resultant figure to the nearest cent. The Management Company will promptly notify the Class B<sub>2007-1</sub> Notes Interest Rate in respect of the Class B<sub>2007-1</sub> and the Class B<sub>2007-1</sub> Interest Amount with respect to each Interest Period and the relevant Monthly Payment Date to the Paying Agent.
- (iii) **Notification to be final:** All notifications, certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purpose of the provisions of this Condition whether by the Reference Banks (or any of them) or the Management Company shall (in the absence of wilful default (*faute dolosive*), bad faith (*mauvaise foi*) or manifest error (*erreur manifeste*)) be binding on the

Issuer, the Luxembourg Stock Exchange on which the Class B<sub>2007-1</sub> Notes are for the time being listed, the Reference Banks, the Paying Agents and all the Class B<sub>2007-1</sub> Noteholders.

- (iv) **Reference Banks:** The Management Company shall procure that, so long as any of the Class B<sub>2007-1</sub> Notes remains outstanding, there will be at all times four Reference Banks for the determination of the relevant EURIBOR Reference Rate. The Management Company reserves the right at any time to terminate the appointment of a Reference Bank and designate a substitute Reference Bank. Notice of any such substitution will be given to the Depository and the Paying Agents.

#### 4. Amortisation

(a) **Revolving Period:**

During the Revolving Period and subject to the occurrence of a Partial Amortisation Event, the Class B<sub>2007-1</sub> Noteholders will only receive payments of interest on the Class B<sub>2007-1</sub> Notes on each Monthly Payment Date and will not receive any principal payment.

In the event of occurrence of a Partial Amortisation Event on any Monthly Payment Date relating to a Reference Period falling within the Revolving Period, the Priority of Payments on such Monthly Payment Date shall procure that all Class of Notes are amortised on a *pro rata* and *pari passu* basis by applying the Partial Amortisation Amount.

(b) **Amortisation Period:**

On each Monthly Payment Date relating to Reference Periods of the Amortisation Period, the Class B<sub>2007-1</sub> Notes shall be subject to a *pro rata* amortisation (subject to the occurrence of any Accelerated Amortisation Event or any Issuer Liquidation Event), in accordance with the applicable Priority of Payments.

The Class B<sub>2007-1</sub> Notes shall be amortised on each Monthly Payment Date provided that all of the Class A<sub>1-2007-1</sub> Notes shall have amortised in full.

(c) **Accelerated Amortisation Period:**

Following the occurrence of an Accelerated Amortisation Event or an Issuer Liquidation Event, the Class B<sub>2007-1</sub> Notes shall be subject to mandatory amortisation on each Monthly Payment Date from the Monthly Payment Date relating to the first Reference Period of the Accelerated Amortisation Period until the Class B<sub>2007-1</sub> Notes are amortised in full, in accordance with the applicable Priority of Payments. The Class B<sub>2007-1</sub> Notes shall be amortised on each Monthly Payment Date in an amount equal to the Class B<sub>2007-1</sub> Notes Amortisation Amount, it being provided that the Class B<sub>2007-1</sub> Notes shall be amortised on a *pari passu* basis *pro rata* the then Outstanding Amount of the Class B Notes of each Series, irrespective of their respective Class B Notes Issue Dates and Series.

(d) **Determination of the Amortisation of the Class B<sub>2007-1</sub> Notes:**

(i) **Amortisation Period:**

During the Amortisation Period, and prior to each Monthly Payment Date, the Management Company shall determine, if applicable:

- (a) the Investor Notes Amortisation Amount on such Monthly Payment Date;

- (b) the Class B<sub>2007-1</sub> Notes Amortisation Amount due and payable on the relevant Monthly Payment Date;
- (c) the Class B<sub>2007-1</sub> Notes Outstanding Amount on such Monthly Payment Date;
- (d) the Class B<sub>2007-1</sub> Notes Interest Rate applicable on such Monthly Payment Date to each Series; and
- (e) the Class B<sub>2007-1</sub> Notes Interest Amount due and payable on such Monthly Payment Date.

(ii) **Accelerated Amortisation Period:**

During the Accelerated Amortisation Period, the Class B<sub>2007-1</sub> Notes shall be repaid to the extent of the Available Collections and the Subsidised Interest Instalment Amounts on each Monthly Payment Date until redeemed in full, and in accordance with the applicable Priority of Payment. The Class B<sub>2007-1</sub> Notes shall be amortised on a *pari passu* basis with the Class B Notes of different Series, and *pro rata* to the Class S Notes, irrespective of their respective Issue Dates, Series.

(e) **Class B<sub>2007-1</sub> Notes Legal Maturity Date:**

Unless previously redeemed, the Class B<sub>2007-1</sub> Notes will be redeemed at their principal amount outstanding on 18 October 2019 (subject to adjustment for non-business days (as specified in Condition 3) in accordance with the applicable Priority of Payment.

(f) **No purchase:**

The Issuer shall not purchase any of the Class B<sub>2007-1</sub> Notes.

(g) **Cancellation:**

All Class B<sub>2007-1</sub> Notes which are redeemed by the Issuer pursuant to paragraphs (a) to (f) of this Condition 4 will be cancelled and accordingly may not be reissued or resold.

(h) **Other methods of redemption:**

The Class B<sub>2007-1</sub> Notes shall only be redeemed as specified in these Class B<sub>2007-1</sub> Conditions.

## 5. Payments

- (a) **Method of Payment:** Payments of principal and interest in respect of Class B<sub>2007-1</sub> Notes will be made in Euro by credit or transfer to a Euro denominated account (or any other account to which Euro may be credited or transferred) specified by the payee with a bank, in a country within the TARGET System (as defined below). Such payments shall be made for the benefit of the Class B<sub>2007-1</sub> Noteholders to the Account Holders (including the depositary banks for Euroclear and Clearstream, Luxembourg) and all payments validly made to such Account Holders in favour of Noteholders will be an effective discharge of the Issuer and the Paying Agents, as the case may be, in respect of such payment.
- (b) **Payments subject to fiscal laws:** Payments in respect of principal and interest on the Class B<sub>2007-1</sub> Notes will, in all cases, be made subject to any fiscal or other laws and regulations applicable thereto. No commission or expenses shall be charged to the Class B<sub>2007-1</sub> Noteholders in respect of such payments.

(c) **Payments on Business Days:** If the due date for payment of any amount of principal or interest in respect of any Class B<sub>2007-1</sub> Note is not a Business Day, payment shall not be made of the amount due and credit or transfer instructions shall not be given in respect thereof until the next following Business Day unless such Business Day falls in the next calendar month in which case such Monthly Payment Date shall be brought forward to the immediately preceding Business Day. If any payment is postponed as a result of the foregoing, the Class B<sub>2007-1</sub> Noteholders shall not be entitled to any interest or other sums in respect of such postponed payment.

(d) **Paying Agents:**

The initial Principal Paying Agent and its respective initial registered offices are as follows:

**Société Générale**

29, boulevard Haussmann  
75008 Paris  
France

The initial Luxembourg Paying Agent and its respective initial specified offices are as follows:

**Société Générale Bank & Trust**

11 avenue Emile Reuter  
L2420 Luxembourg, BP1271  
Grand Duchy of Luxembourg

Pursuant to the provisions of the Paying Agency Agreement, the Management Company and the Depository will be entitled at any time to modify or terminate the appointment of any paying agent and/or appoint another or other paying agent(s) in relation to the Class B<sub>2007-1</sub> Notes and/or approve any change in the specified offices of the Paying Agents, however subject to a 6-month prior notice and provided that, (a) so long as any of the Class B<sub>2007-1</sub> Notes is listed on the Luxembourg Stock Exchange, it will at all times maintain a paying agent in relation of the Class B<sub>2007-1</sub> Notes having a specified office in Paris. Notice of any amendments to the Paying Agency Agreement shall promptly be given to the Class B<sub>2007-1</sub> Noteholders in accordance with Condition 9 (*Notices to the Class B<sub>2007-1</sub> Noteholders*).

Pursuant to the provisions of the Paying Agency Agreement, in the event that the ratings of the short-term unsecured, unsubordinated and unguaranteed debt obligations of the Paying Agents or, or, if the Paying Agents are not rated, the ratings of the short-term unsecured, unsubordinated and unguaranteed debt obligations of the Paying Agent Reference Shareholders, fall below “P1” by Moody’s or “A-1” by S&P, the Management Company will terminate the Paying Agency Agreement and will appoint another or other paying agent(s) in relation with the Class B<sub>2007-1</sub> Notes, the short-term unsecured, unsubordinated and unguaranteed debt obligations of which are rated not lower than “P1” by Moody’s and “A-1” by S&P or, if such paying agent(s) is/are not rated, whose reference shareholders short-term unsecured, unsubordinated and unguaranteed debt obligations are rated not lower than “P1” by Moody’s and “A-1” by S&P and with the prior approval of the Depository.

## 6. Taxation

(a) **Tax Exemption:** The Class B<sub>2007-1</sub> Notes being denominated in Euro will be deemed to be issued outside the Republic of France and, accordingly, under current French law, interest and other

revenues in respect of the Class B<sub>2007-1</sub> Notes will benefit from the exemption from deduction of tax at source on account of French taxes provided by Article 131 quarter of the French General Tax Code (*Code Général des Impôts*). Accordingly, such payments will not give the right to any tax credit from any French source.

- (b) **No Additional Amounts:** If French law or any other relevant law should require that any payment of principal or interest in respect of the Notes be subject to deduction or withholding in respect of any present or future taxes, duties, assessments or other governmental charges of whatever nature imposed or levied by or on behalf of the Republic of France or any authority therein or thereof having power to tax, payments of principal and interest in respect of the Class B<sub>2007-1</sub> Notes shall be made net of any such withholding tax or deduction for or on account of any French or any other tax law applicable to the Class B<sub>2007-1</sub> Notes in any relevant state or jurisdiction and the Issuer shall be under no obligation to pay additional amounts as a consequence of any such withholding or deduction.
- (c) **Supply of Information:** Each Class B<sub>2007-1</sub> Noteholder shall be responsible for supplying to the Paying Agents, in a timely manner, any information as may be reasonably required by the latter in order for it to comply with the identification and reporting obligations imposed on it by European Council Directive 2003/48/EC or any European Directive implementing the conclusions of the ECOFIN Council Meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to such Directive.

## 7. Accelerated Amortisation Events

- (a) **Accelerated Amortisation Events:** The Management Company (acting on its own behalf or upon written notice (with copy to the Depository and the Paying Agents) from the Class B<sub>2007-1</sub> Noteholders Representative (as defined in Condition 9) of the *Masse* (as defined in Condition 9 (upon written request of any Class B<sub>2007-1</sub> Noteholder))), shall cause all Class B<sub>2007-1</sub> Notes (but not some only) and all Class B<sub>2007-1</sub> Notes issued in connection with any Series to become immediately due and repayable, whereupon they shall without further formality become immediately due and payable at their principal amount outstanding, together with interest accrued to the date of repayment, as of the date on which a copy of such notice for payment is received by the Paying Agents, if any of the following events (the “**Accelerated Amortisation Events**”) shall occur, unless prior to the receipt of such notice all Accelerated Redemption Events in respect of the Class B<sub>2007-1</sub> Notes shall have been cured:
  - (a) the occurrence of a Seller Event of Default;
  - (b) the occurrence of a Servicer Event of Default;
  - (c) at any time, the Management Company becomes aware that, for more than thirty (30) days, either of the Depository, the Issuer Account Bank, the Issuer Cash Manager or the Servicer is not in a position to comply with or perform any of its obligations or undertakings under the terms of the Issuer Transaction Documents to which it is a party, for any reason whatsoever (including the withdrawal of the relevant licence or authorisation) and the relevant entity has not been replaced in accordance with the provisions of the Issuer Regulations;
  - (d) at any time, the Depository becomes aware of that, for more than thirty (30) days, the Management Company is not in a position to comply with or perform any of its

obligations or undertakings under the terms of the Issuer Transaction Documents to which it is a party, for any reason whatsoever (including the withdrawal of the relevant licence or authorisation) and it has not been replaced in accordance with the provisions of the Issuer Regulations;

- (e) at any time, more than thirty (30) days have elapsed since the Management Company has become aware of the downgrading of the unsecured, unsubordinated and unguaranteed debt obligations of the Issuer Stand-by Swap Provider (if any) or the Issuer Swap Counterparty (in case there is no Issuer Stand-by Swap Provider) or the Issuer Novated Swap Counterparty (if any) to lower than the Required Ratings, and the measures required to be taken by the Issuer Swap Counterparty and/or the Management Company on behalf of the Issuer have not been taken in accordance with the relevant provisions of the Issuer Regulations and the Issuer Swap Agreement;
- (f) in the event that the long-term, senior, unsecured and unguaranteed debt obligations of the Issuer Swap Counterparty (or its successor or assignee) cease to be rated at least as high as “Baa3” by Moody’s or “BBB-” by Standard & Poor’s, and the Issuer Swap Counterparty fails within two (2) Business Days after the occurrence of any such an event, to provide the Issuer Stand-by Swap Provider with the amount of collateral provided for in the Issuer Swap Agreement.
- (g) the Average Net Margin is less than zero on any Calculation Date;
- (h) on any Calculation Date, the General Reserve Estimated Balance (following application of the relevant Priority of Payments, and excluding the Production of Eligible Receivables to be transferred on the following Monthly Payment Date, the Short Term Revolving Notes Issue Amount and the Investor Notes Issue Amount), is under the General Reserve Required Level; and
- (i) a novation of the Issuer Swap Agreement to the Issuer Stand-by Swap Provider.

Upon the occurrence of an Accelerated Redemption Event, the Replenishment Period, the Revolving Period or the Amortisation Period shall end immediately and the Accelerated Amortisation Period shall start on the Monthly Payment Date falling on or immediately after the occurrence of such Accelerated Redemption Event. Accordingly, payments of principal shall be made thereon as set out in Condition 4.

## 8. Representation of the Class B<sub>2007-1</sub> Noteholders

- (a) **The Masse:** Pursuant to article L. 228-46 of the French Commercial Code the Class B<sub>2007-1</sub> Noteholders will be grouped automatically for the defence of their respective common interests in a *masse* (hereinafter referred to as the “*Masse*”).

The *Masse* is, in accordance with Article L. 228-90 of the French Commercial Code, governed solely by the legal provisions that are expressed as applicable to the Class B<sub>2007-1</sub> Notes as stated above and subject to the foregoing paragraph.

The *Masse* will be governed by the provisions of the French Commercial Code (with the exception, the Issuer having no legal personality, of the provisions of Article R. 225-67 of the French Commercial Code); notices calling for a general meeting of the Class B<sub>2007-1</sub> Noteholders (a “**Class B<sub>2007-1</sub> Noteholders General Meeting**”), any other mandatory provisions from time to time governing *obligations* issued by *fonds communs de créances* and resolutions passed at any



Class B<sub>2007-1</sub> Noteholders General Meeting and any other decision to be published pursuant to French legal and regulatory provisions will be published as provided under Class B<sub>2007-1</sub> Condition 9 (*Notices to the Class B<sub>2007-1</sub> Noteholders*).

- (b) **Legal personality:** The *Masse* will be a separate legal entity, by virtue of Article L. 228-46 of the French Commercial Code acting in part through one representative (the “**Class B<sub>2007-1</sub> Noteholders Representative**”) and in part through a Class B<sub>2007-1</sub> Noteholders General Meeting.

The *Masse* alone, to the exclusion of all individual Class B<sub>2007-1</sub> Noteholders, shall exercise the common rights, actions and benefits which now or in the future may accrue with respect to the Class B<sub>2007-1</sub> Notes.

- (c) **Class B<sub>2007-1</sub> Noteholders Representative:** The office of Class B<sub>2007-1</sub> Noteholders Representative may be conferred on a person of any nationality provided that such person resides in France. However, the following persons may not be chosen as Class B<sub>2007-1</sub> Noteholders Representative:

- (i) the Management Company, the Depository, the members of their Board of Directors (*conseil d'administration*), their general managers (*directeurs généraux*), their statutory auditors or its employees and their ascendants, descendants and spouses;
- (ii) the Seller;
- (iii) companies possessing at least 10 per cent. of the share capital of the Management Company and/or the Depository or of which the Management Company and/or the Depository possess at least 10 per cent. of the share capital;
- (iv) companies guaranteeing all or part of the obligations of the Issuer, their respective managers (*gérants*), general managers (*directeurs généraux*), members of their Board of Directors (*conseil d'administration*), Executive Board (*directoire*), or Supervisory Board (*conseil de surveillance*), their statutory auditors, managers, as well as their ascendants, descendants and spouses;
- (v) persons to whom the practice of banker is forbidden or who have been deprived of the right of directing, administering or managing a business in whatever capacity.

The initial Class B<sub>2007-1</sub> Noteholders Representative shall be:

David Weil  
18, Avenue du président Wilson  
75116 Paris  
France

The substitute Class B<sub>2007-1</sub> Noteholders Representative shall be:

Fabrice Garnier  
76, rue Paul Vaillant Couturier  
92300 Levallois-Perret  
France

In the event the initial Class B<sub>2007-1</sub> Noteholders Representative is unable to perform his duties, he will be replaced by the substitute Class B<sub>2007-1</sub> Noteholders Representative.

The substitute Class B<sub>2007-1</sub> Noteholders Representative replaces the initial Class B<sub>2007-1</sub> Noteholders Representative when the initial Class B<sub>2007-1</sub> Noteholders Representative is no longer

able to fulfil his duties upon his receipt of notice by registered mail from the initial Class B<sub>2007-1</sub> Noteholders Representative, the Management Company, the Depository or any other interested party of the inability of the initial Class B<sub>2007-1</sub> Noteholders Representative to fulfil his duties. In the event of such replacement, the substitute Class B<sub>2007-1</sub> Noteholders Representative shall have the same powers as the replaced initial Class B<sub>2007-1</sub> Noteholders Representative.

In the event the substitute Class B<sub>2007-1</sub> Noteholders Representative is unable to perform his duties, a replacement Class B<sub>2007-1</sub> Noteholders Representative will be elected by a meeting of the Class B<sub>2007-1</sub> Noteholders General Meeting.

All interested parties will at all times have the right to obtain the name and the address of the Class B<sub>2007-1</sub> Noteholders Representative at the head office of the Management Company, the Depository and at the offices of any of the Paying Agent.

If all Class B<sub>2007-1</sub> Notes are held by a single Class B<sub>2007-1</sub> Noteholder, the rights, powers and authority of the *Masse* will be vested in such Class B<sub>2007-1</sub> Noteholder.

- (d) **Powers of the Class B<sub>2007-1</sub> Noteholders Representative:** Pursuant to Article L. 228-53 of the French Commercial Code, the Class B<sub>2007-1</sub> Noteholders Representative shall, in the absence of any decision to the contrary of the Class B<sub>2007-1</sub> Noteholders General Meeting, have the power to take all acts of management (*acte de gestion*) to defend the common interests of the Class B<sub>2007-1</sub> Noteholders.

Pursuant to Article L. 228-54 of the French Commercial Code, all legal proceedings against the Class B<sub>2007-1</sub> Noteholders or initiated by them in order to be justifiable, must be brought against the Class B<sub>2007-1</sub> Noteholders Representative or by it, and any legal proceedings which shall not be brought in accordance with this provision shall not be legally valid.

The Class B<sub>2007-1</sub> Noteholders Representative may not interfere in the management of the affairs of the Issuer.

The Class B<sub>2007-1</sub> Noteholders Representative shall not be entitled to take any steps:

- (i) to initiate or join any person in initiating any liquidation proceedings in relation to the Issuer; or
- (ii) to take any steps or proceedings that would result in the Priority of Payment in the Issuer Regulations not being observed.

- (e) **General Meeting of the Class B<sub>2007-1</sub> Noteholders:** Class B<sub>2007-1</sub> Noteholders General Meeting may be held in any location and at any time, on convocation by the Class B<sub>2007-1</sub> Noteholders Representative. One or more Class B<sub>2007-1</sub> Noteholders, holding together at least one-thirtieth of outstanding Class B<sub>2007-1</sub> Notes may address to the Class B<sub>2007-1</sub> Noteholders Representative a demand for convocation of the Class B<sub>2007-1</sub> Noteholders General Meeting; if such Class B<sub>2007-1</sub> Noteholders General Meeting has not been convened within two months from such demand, such Class B<sub>2007-1</sub> Noteholders may commission one of themselves to petition the competent court in Paris to appoint an agent (*mandataire*) who will call the meeting.

Notice of the date, hour, place, agenda and quorum requirements of any meeting of a Class B<sub>2007-1</sub> Noteholders General Meeting will be published as provided under Class B<sub>2007-1</sub> Condition 9 not less than fifteen (15) days prior to the date of the Class B<sub>2007-1</sub> Noteholders General Meeting for a first convocation and not less than six (6) days in the case of a second convocation prior to the date of the reconvened Class B<sub>2007-1</sub> Noteholders General Meeting.

Each Class B<sub>2007-1</sub> Noteholder has the right to participate in meetings of the *Masse* in person, by proxy, correspondence, or if the Issuer Regulations so specify, videoconference or any other means of telecommunication allowing the identification of the participating Class B<sub>2007-1</sub> Noteholders. Each Class B<sub>2007-1</sub> Note carries the right to one vote.

- (f) **Powers of the Class B<sub>2007-1</sub> Noteholders General Meeting:** A Class B<sub>2007-1</sub> Noteholders General Meeting is empowered to deliberate on the dismissal and replacement of the Class B<sub>2007-1</sub> Noteholders Representative, and also may act with respect to any other matter that relates to the common rights, actions and benefits which now or in the future may accrue with respect to the Class B<sub>2007-1</sub> Notes, including authorising the Class B<sub>2007-1</sub> Noteholders Representative to act as plaintiff or defendant.

A Class B<sub>2007-1</sub> Noteholders General Meeting may further deliberate on any proposal relating to the modification of the Class B<sub>2007-1</sub> Conditions (provided that the Class B<sub>2007-1</sub> Noteholders Representative may, without the consent of the Class B<sub>2007-1</sub> Noteholders, agree to any modification of the Class B<sub>2007-1</sub> Conditions if it is to correct a manifest error or is of a formal, minor or technical nature), including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, it being specified, however, that a Class B<sub>2007-1</sub> Noteholders General Meeting may not increase the obligations of (including any amounts payable by) the Class B<sub>2007-1</sub> Noteholders nor establish any unequal treatment between the Class B<sub>2007-1</sub> Noteholders.

Class B<sub>2007-1</sub> Noteholders General Meeting may deliberate validly on first convocation only if Class B<sub>2007-1</sub> Noteholders present or represented hold at least one quarter of the principal amount of the Class B<sub>2007-1</sub> then outstanding. On second convocation, no quorum shall be required. Decisions at meetings shall be taken by a two-thirds majority of votes cast by the Class B<sub>2007-1</sub> Noteholders attending such meeting or represented thereat.

- (g) **Notice of Decisions:** Decisions of the Class B<sub>2007-1</sub> Noteholders General Meetings must be published in accordance with the provisions set out in Class B<sub>2007-1</sub> Condition 9 not more than ninety (90) days from the date thereof.
- (h) **Information of the Class B<sub>2007-1</sub> Noteholders:** Each Class B<sub>2007-1</sub> Noteholder or representative thereof will have the right, during the fifteen (15) day period preceding the holding of each meeting of a Class B<sub>2007-1</sub> Noteholders General Meeting, to consult or make a copy of the text of the resolutions which will be proposed and of the reports which will be presented at the meeting, which will be available for inspection at the offices of the Paying Agents and at any other place specified in the notice of meeting.
- (i) **Expenses:** The Issuer will not pay any expenses incurred by the operation of the *Masse*, including expenses relating to the calling and holding of meetings and the expenses which arise by virtue of the remuneration of the Class B<sub>2007-1</sub> Noteholders Representative, and more generally all administrative expenses resolved upon by a Class B<sub>2007-1</sub> Noteholders General Meeting, it being expressly stipulated that no expenses may be imputed against interest payable on the Class B<sub>2007-1</sub> Notes.

## 9. Notices to the Class B<sub>2007-1</sub> Noteholders

- (a) Notices may be given to Class B<sub>2007-1</sub> Noteholders in any manner deemed acceptable by the Management Company provided that for so long as the Class B<sub>2007-1</sub> Notes are listed on the Luxembourg Stock Exchange, such notice shall be in accordance with the rules of the

Luxembourg Stock Exchange. Notices regarding the Class B<sub>2007-1</sub> Notes will be deemed duly given if published in a leading daily newspaper of general circulation in Luxembourg (which is expected to be the *d'Wort*) and any other newspaper of general circulation appropriate for such publications and approved by the Management Company and the Depository. Notices can also be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

- (b) Such notices shall be addressed to the Rating Agencies.
- (c) Class B<sub>2007-1</sub> Noteholders will be deemed to have received such notices three (3) Business Days after the date of their publication.
- (d) In the event that the Management Company declares the dissolution of the Issuer after the occurrence of an Issuer Liquidation Event or upon the request of the Seller, the Management Company will notify such decision to the Class B<sub>2007-1</sub> Noteholders within ten (10) Business Days. Such notice will be deemed to have been duly given if published in the leading daily newspaper of Luxembourg mentioned above. The Management Company may also notify such decision on its website or through any appropriate medium.

## 10. Prescription

After the Class B<sub>2007-1</sub> Notes Legal Maturity Date, any part of the nominal value of the Class B<sub>2007-1</sub> Notes or of the interest due thereon which may remain unpaid will be automatically cancelled, so that the Class B<sub>2007-1</sub> Noteholders, after such date, shall have no right to assert a claim in this respect against the Issuer, regardless of the amounts which may remain unpaid after the Class B<sub>2007-1</sub> Notes Legal Maturity Date.

## 11. Limited Recourse

If on any relevant Monthly Payment Date, payments received from the Assets of the Issuer, after payment, in particular, of the Issuer Fees and any payment due under the Issuer Swap Agreement in accordance with the relevant Priority of Payment, are insufficient to pay in full any amount of principal and/or interest payable in respect of the Class B<sub>2007-1</sub> Notes, any arrears resulting therefrom shall be payable on the following Monthly Payment Dates subject to the applicable Priority of Payment and to the extent of the Issuer's available amounts. Neither the Class B<sub>2007-1</sub> Noteholders Representative nor any Class B<sub>2007-1</sub> Noteholder may take any further steps against the Issuer or any of its assets to recover any unpaid sum.

## 12. Further Issues

- (a) **Further Class B Notes:** The Issuer Regulations provide that, in addition to the Class B<sub>2007-1</sub> Notes being hereby offered, additional Class B Notes (the "**Further Class B Notes**") may be issued.
- (b) **Terms and Conditions:** Pursuant to the Issuer Regulations, the Issuer may from time to time without the consent of the Noteholders, issue Further Class B Notes having substantially the same terms and conditions as the Class B<sub>2007-1</sub> (except for the issue date, the rate of interest, the first interest period, the first monthly payment date, the first interest amount and the legal maturity date). Upon decision of the Management Company and Depository and upon confirmation by the Rating Agencies that the then current rating of any Rated Notes then outstanding will not be affected as a result, the Issuer may issue Further Class B Notes on each relevant Monthly Payment Date during the Replenishment Period.
- (c) **Series of Notes:**

(i) **Series of Notes:**

On a given Monthly Payment Date relating to a Reference Period falling within the Replenishment Period, all Class A Notes and Class B Notes issued on that date will be part of a single Series of Class A Notes, Class B Notes and Class C Notes, which shall be designated by means of:

- (x) a four digit number representing the year on which the Series was issued, in the following format: “Series <sub>20xx</sub>”, followed by:
- (y) the number of such Series in respect of the relevant year, in the following format: “y”.

in the following format: Series <sub>20xx-y</sub>.

(ii) **General Principles relating to the Series and Categories of Class B Notes:**

The Class B Notes of different Series shall not be fungible among themselves.

The financial characteristics of the Class B Notes of all Series shall be as set out in this section.

All Class B Notes issued on a given Monthly Payment Date within the same Series shall be fungible among themselves in accordance with and subject to the following provisions:

- (x) the Class B<sub>20xx-y</sub> Notes of the same Series shall all bear the same interest rate which is the Class B<sub>20xx-y</sub> Notes Interest Rate, in accordance with the Condition 3;
- (y) the Class B<sub>20xx-y</sub> Notes Interest Amount payable under the Class B<sub>20xx-y</sub> Notes of a given Series shall be paid on the same Monthly Payment Dates; and
- (z) the Class B<sub>20xx-y</sub> Notes in respect of a given Series shall have the same maturity date as set out in Condition 4(e).

(iii) **Interest on the Further Class B Notes:**

(i) Interest Periods and Monthly Payment Dates:

(aa) Period of Accrual:

All Class B<sub>20xx-y</sub> Notes shall bear interest in arrears on the relevant Class B<sub>20xx-y</sub> Notes Outstanding Amount from (and including) the relevant Class B<sub>20xx-y</sub> Notes Issue Date, up to (but excluding) the earlier of:

- (i) the date on which the Class B<sub>20xx-y</sub> Notes Outstanding Amount of the relevant Class B<sub>20xx-y</sub> Notes is reduced to zero, or
- (ii) the relevant Class B<sub>20xx-y</sub> Notes Legal Maturity Date,

and shall accrue interest on their respective Class B<sub>20xx-y</sub> Notes Outstanding Amount at the Class B<sub>20xx-y</sub> Notes Interest Rate as calculated in accordance with Condition 3(b) on a monthly basis.

(bb) Interest Periods:

The interest period for all Class B<sub>20xx-y</sub> Notes shall be:

- (i) the period commencing on (and including) the Class B<sub>20xx-y</sub> Notes Issue Date of the relevant Series of Class B Notes, and

ending on (but excluding) the first Monthly Payment Date following such Class B<sub>20xx-y</sub> Notes Issue Date; and

- (ii) the subsequent periods commencing on (and including) a Monthly Payment Date and ending on (but excluding) the immediately following Monthly Payment Date (each, an “**Interest Period**”).

(cc) **Monthly Payment Dates**

Interest on the Class B Notes shall be payable in arrears on each Monthly Payment Date relating to a Reference Period.

(ii) **Interest Rate:**

(aa) **Rate of Interest:**

The interest rate on any Class B<sub>20xx-y</sub> Note of any Series is in respect of any Monthly Payment Date, the sum of EURIBOR 1 month as at 2 Business Days before the preceding Monthly Payment Date, and of the Relevant Margin (the “**Class B<sub>20xx-y</sub> Notes Interest Rate**”).

(bb) **Determination:**

Determination of Class B<sub>20xx-y</sub> Notes Interest Rate: On each Calculation Date, the Management Company will determine the Class B<sub>20xx-y</sub> Notes Interest Rate applicable to, and calculate the amount of interest payable in respect of, each Class B<sub>20xx-y</sub> Note on the following Monthly Payment Date.

On each Calculation Date, the Management Company will determine the Class B<sub>20xx-y</sub> Notes Interest Amount payable under the Class B<sub>20xx-y</sub> Notes of each Series on the following Monthly Payment Date, as being equal to the product of:

- (i) the relevant Class B<sub>20xx-y</sub> Notes Interest Rate;
- (ii) the relevant Class B<sub>20xx-y</sub> Notes Outstanding Amount as of the preceding Monthly Payment Date; and
- (iii) the number of days of the relevant Interest Period, divided by 360.

The Management Company will promptly notify the Class B<sub>20xx-y</sub> Notes Interest Rate, each Class B<sub>20xx-y</sub> Notes Interest Amount and the Class B Notes Interest Amount with respect to each Interest Period and each Series, to the Class B Noteholders on such Calculation Date.

(iv) **Amortisation of the Further Class B Notes:**

On each Monthly Payment Date relating to Reference Periods of the Amortisation Period, the Class B<sub>20xx-y</sub> Notes shall be subject to a *pro rata* amortisation (subject to the occurrence of any Accelerated Amortisation Event or any Issuer Liquidation Event), in accordance with the applicable Priority of Payments.

The Class B<sub>20xx-y</sub> Notes shall be amortised on each Monthly Payment Date provided that all of the Class A<sub>i-20xx-y</sub> Notes of such Series shall have amortised in full.

### 13. **Governing Law and Submission to Jurisdiction**

- (a) **Governing law:** The Class B<sub>2007-1</sub> Notes and the Issuer Transaction Documents (other than the Issuer Swap Agreement which is governed by, and shall be construed in accordance with, English law and other than the Data Trust Agreement, the German Account Pledge Agreement and certain provisions of the Master Receivables Transfer Agreement in relation to any transfer or re-transfer of the Receivables and the Ancillary Rights from the Seller to the Issuer which are governed by, and shall be construed in accordance with, German law) are governed by and shall be construed in accordance with French law.
- (b) **Submission to Jurisdiction:** Pursuant to the Issuer Regulations, the Management Company and the Depository have submitted to the exclusive jurisdiction of the commercial courts of Paris, France for all purposes in connection with the Class B<sub>2007-1</sub> Notes and the Issuer Transaction Documents (other than the Issuer Swap Agreement which are subject to the jurisdiction of the courts of England and Wales and other than the Data Trust Agreement and the German Account Pledge Agreement which are subject to the non-exclusive jurisdiction of the district court (*Landgericht*) of Frankfurt am Main).

## LUXEMBOURG TAXATION

*The comments below are intended as a basic summary of certain tax consequences in relation to the purchase, ownership and disposition of the Notes under Luxembourg law. Persons who are in any doubt as to their tax position should consult a professional tax adviser.*

### **Withholding tax**

Under Luxembourg tax law currently in effect and with the possible exception of interest paid to individual Noteholders, there is no Luxembourg withholding tax on payments of interest (including accrued but unpaid interest). There is also no Luxembourg withholding tax, with the possible exception of payments made to individual Noteholders, upon repayment of principal in case of reimbursement, redemption, repurchase or exchange of the Notes.

### **Luxembourg non-resident individuals**

Under the Luxembourg laws dated 21 June 2005 implementing the European Council Directive 2003/48/EC on the taxation of savings income (the “**Savings Directive**”) and several agreements concluded between Luxembourg and certain dependent territories of the European Union, a Luxembourg-based paying agent (within the meaning of the Savings Directive) is required since 1 July 2005 to withhold tax on interest and other similar income paid by it to (or under certain circumstances, to the benefit of) an individual resident in another Member State, unless the beneficiary of the interest payments elects for an exchange of information. The same regime applies to payments to individuals resident in certain EU dependent territories.

The withholding tax rate is initially 15 per cent., increasing steadily to 20 per cent. and to 35 per cent. The withholding tax system will only apply during a transitional period, the ending of which depends on the conclusion of certain agreements relating to information exchange with certain third countries.

### **Luxembourg resident individuals**

A 10 per cent. withholding tax has been introduced, as from 1 January 2006, on interest payments made by Luxembourg paying agents (defined in the same way as in the Savings Directive) to Luxembourg individual residents. Only interest accrued after 1 July, 2005 falls within the scope of the withholding tax. This withholding tax represents the final tax liability for the Luxembourg individual resident taxpayers.



## FRENCH TAXATION

### General

Purchasers of Notes and/or Units may be required to pay stamp taxes and other charges, in accordance with the laws and practices of their country of residence in addition to the issue price of each Note or Unit.

Potential purchasers who are in any doubt about their tax position on purchase, ownership, transfer or exercise of any Note and/or Unit should consult their own tax advisers. In particular, no representation is made as to the manner in which payments under the Notes and/or Units would be characterised by any relevant taxing authority.

The following does not purport to be a comprehensive description of all tax considerations that may be relevant in relation to purchasing, owning or selling a Note and/or a Unit.

### French Taxation Relating to the Notes

Pursuant to Article 125 A III of the French *Code Général des impôts*, a 16 per cent. withholding tax is levied on interest payments made by a French debtor to a non French tax resident.

However, Article 131 quater of the French *Code Général des impôts* (as amended by the 2006 Finance Act) provides for a withholding tax exemption with respect to interest payments deriving from loans (and obligations) contracted from abroad by a *fonds commun de créances*. Notes denominated in euros are deemed to be issued outside France (Circular 5 I-11-98 of the *Direction Générale des Impôts* dated 30 September 1998 and Circular 5-I-7-06 of the *Direction Générale des Impôts* dated 29 June 2006).

All payments in respect of the Notes which constitute obligations under French law are therefore made without withholding or deduction for or account of French tax provided that the aforementioned conditions are satisfied.

A Noteholder is not subject to French income taxes (other than withholding taxes) with respect of any payments under the Notes, provided that such Noteholder is neither domiciled in the Republic of France nor deemed to be resident, established or carrying on an activity in the Republic of France for French tax purposes.

### French taxation relating to the Units

Pursuant to Article 125 A III of the French *Code Général des impôts*, a 16 per cent. withholding tax is levied on income payments made by a French debtor to a non French tax resident.

Income payments deriving from Units made to non-French tax resident Unitholders should however benefit from a domestic withholding tax exemption provided the Unitholders evidence that they are non-French tax residents or that their registered office is located outside France (Article 125 A III of the French *Code Général des impôts*).

This withholding tax exemption is however not applicable to the liquidation surplus (“*Boni de liquidation*”) paid to non-French tax residents Unitholders. This liquidation surplus is therefore taxed in France at the rate of 16 per cent., subject to any relief resulting from the provisions of any applicable double tax treaty.

### Withholding Tax and No Gross-Up

The attention of the Noteholders is drawn to Condition 6(a) of the Terms and Conditions of the Notes, stating that no gross-up will be available with respect to any withholding tax imposed under any Directive on the taxation of saving and that the Fund shall not paid any additional amount in this respect.

## GERMAN TAXATION

The following information are of a general nature and included herein solely for information purposes. The following information is not intended to be, nor should it be construed to be, legal or tax advice. No representation with respect to the consequences to any particular prospective holder of a Note and/or Unit is made hereby. Any prospective holder of a Note and/or Unit should consult their own tax advisers in all relevant jurisdictions.

The information contained in this section is not intended as tax advice and does not purport to describe all of the tax considerations that may be relevant to a prospective purchaser of the Notes and/or Units. It is based upon German tax laws (including tax treaties) and administrative decrees as in effect as of the date hereof, which are subject to change, potentially with retroactive or retrospective effect.

PROSPECTIVE PURCHASERS OF THE NOTES AND/OR UNITS ARE ADVISED TO CONSULT THEIR OWN ADVISORS AS TO THE TAX CONSEQUENCES OF AN INVESTMENT IN THE NOTES AND OR UNITS.

### German taxation of the Issuer

The Issuer will derive interest and, potentially, capital gains from the Receivables. The income and gains derived by the Issuer will only be subject to German tax if the Issuer has its place of effective management and control or maintains a permanent establishment, or appoints a permanent representative, for its business in the Federal Republic of Germany.

If the Issuer is subject to unlimited or limited German tax liability, profits of the Issuer derived from the transaction will be subject to German Corporation Tax (*Körperschaftsteuer*) and, in principle, also subject to German Trade Tax (*Gewerbesteuer*).

Corporation Tax: The interest payments on the Notes should be fully deductible for corporation tax purposes. Therefore, the tax base for corporation tax purposes should be immaterial.

Trade Tax: In general, there is an add-back of 50 per cent. of the interest payments for trade tax purposes, which might lead to a significant tax burden which is likely to exceed the Issuer's profit, if any. However, as far as the trade tax treatment of SPVs purchasing loan receivables originated by credit institutions within the meaning of Section 1 para. 1 of the German Banking Act (*Kreditwesengesetz*) as in the case at hand is concerned, § 19 of the Trade Tax Implementation Ordinance (*Gewerbesteuerdurchführungsverordnung*) as amended on 31 July 2003 exempts the SPV from adverse add-back taxation if certain pre-requisites are met. As the Issuer purchases loan receivables originated by a credit institution, the exemption in § 19 of the Trade Tax Implementation Ordinance (*Gewerbesteuerdurchführungsverordnung*) should apply to the transaction at hand. Therefore, if the Issuer would become subject to German trade tax, the trade tax base should also be reduced to an immaterial amount. However, as the Ordinance has been designed to promote securitisation vehicles set-up under German law and as no official guidelines nor precedents regarding its application by the tax authorities are yet available, there is some degree of uncertainty as to which view the German tax authorities and the German fiscal courts will take with respect to the taxation of a French *fonds commun de créances* financing the purchase of banking loan receivables by the issue of interest-bearing units rather than bonds or notes. It can therefore not be completely ruled out that German tax authorities and German tax courts may seek to hold the Issuer liable for German Trade Tax.

Tax Reform with respect to Corporation and Trade Tax: In the course of a reform of business taxation, new earning stripping rules may come into force on 1 January 2008. Under the new rules, the refinancing expenses might be no longer fully tax deductible, if the interest expenses paid by the Issuer exceed the interest income derived by the Issuer. In this case, the tax base may significantly increase. The new rules would only be relevant if the Issuer should be regarded as being tax resident in Germany.

VAT: Additionally, VAT might occur if the Issuer should be regarded as being tax resident in Germany.

## EUROPEAN UNION TAXATION

On 3 June 2003, the European Council of Economic and Finance Ministers adopted the Directive 2003/48/EC on the taxation of savings income (the “**Directive**”). Pursuant to the Directive and subject to a number of conditions being met, Member States are required, since 1 July 2005, to provide to the tax authorities of another Member State, *inter alia*, details of payments of interest within the meaning of the Directive (interests, products, premiums or other debt income) made by a paying agent located within its jurisdiction to, or for the benefit of, an individual resident in that other Member State (the “**Disclosure of Information Method**”).

For these purposes, the term “paying agent” is defined widely and includes in particular any economic operator who is responsible for making interest payments, within the meaning of the Directive, for the immediate benefit of individuals.

However, throughout a transitional period, certain Member States (the Grand-Duchy of Luxembourg, Belgium and Austria), instead of using the Disclosure of Information Method used by other Member States, unless the relevant beneficial owner of such payment elects for the Disclosure of Information Method, withhold an amount on interest payments. The rate of such withholding tax equals 15 per cent. during the first three (3) years, 20 per cent. during the subsequent three (3) years and 35 per cent. until the end of the transitional period.

Such transitional period will end at the end of the first full fiscal year following the later of (i) the date of entry into force of an agreement between the European Community, following a unanimous decision of the European Council, and the last of Switzerland, Liechtenstein, San Marino, Monaco and Andorra, providing for the exchange of information upon request as defined in the OECD Model Agreement on Exchange of Information on Tax Matters released on 18 April 2002 (the “**OECD Model Agreement**”) with respect to interest payments within the meaning of the Directive, in addition to the simultaneous application by those same countries of a withholding tax on such payments at the rate applicable for the corresponding periods mentioned above and (ii) the date on which the European Council unanimously agrees that the United States of America is committed to exchange of information upon request as defined in the OECD Model Agreement with respect to interest payments within the meaning of the Directive.

A number of non-EU countries and dependent or associated territories have agreed to adopt similar measures (transitional withholding or exchange of information) with effect since 1 July 2005.

## DESCRIPTION OF THE ACCOUNT AND CASH MANAGEMENT AGREEMENT

### Account and Cash Management Agreement

In accordance with the Account and Cash Management Agreement, the Management Company has appointed the Issuer Cash Manager to invest the Issuer Available Cash. Following the execution of the Priority of Payments, the sums available for investment shall be the Issuer Available Cash and all available sums standing to the credit of the Additional Income Account and of the Commingling Reserve Account. The Issuer Cash Manager has undertaken to manage the Issuer Available Cash in accordance with the provisions of the following investment rules.

### Authorised Investments

The Issuer Cash Manager shall only be entitled to invest the Issuer Available Cash and all available sums standing to the credit of the Additional Income Account and of the Commingling Reserve Account into the following Authorised Investments:

- (a) deposits with a credit institution as referred to in paragraph 1° of Article R. 214-95 of the French Monetary and Financial Code, the short term unsecured, unsubordinated and unguaranteed debt obligations of which are rated at least “P1” by Moody's and “A-1+” by Standard & Poor's (or “A+” or higher if it has no short term rating), provided that such deposits shall be able to be withdrawn or repaid at any time, so that upon the request of the Management Company the corresponding funds shall be made available within 24 hours, subject to the time limitations pertaining to investments in currencies;
- (b) French Treasury Bonds (*bons du Trésor*) denominated in euro;
- (c) any debt instrument (*titre de créances*) as referred to in paragraph 2° of Article R. 214-94 of the French Monetary and Financial Code and denominated in euro, provided that such debt instrument shall:
  - (i) be traded on a regulated market (*marché réglementé*) located in a member State of the European Economic Area (*Espace Economique Européen*); and
  - (ii) not confer a direct or indirect right to acquire a share in the capital of a company; and
  - (iii) be rated at least “P1” by Moody's and “A-1” by Standard & Poor's (or “A+” or higher if it has no short term rating) for investments that have maturities of up to 60 calendar days;
  - (iv) be rated at least “P1” by Moody's and “A-1” by Standard & Poor's (or “A+” or higher if it has no short term rating) for investments that have maturities greater than 60 calendar days provided that in case of downgrading below of “A-1” by Standard & Poor's (or below “A+” if it has no short term rating), the Issuer Cash Manager has to remove such investment;
- (d) any negotiable debt instrument (*titre de créances négociable*) in the meaning ascribed by Articles L. 213-1 *et seq.* of the French Monetary and Financial Code, denominated in euro provided that:
  - (i) its short term credit rating shall be at least “P1” by Moody's and “A-1” by Standard & Poor's provided that if the investments have maturities greater than 60 calendar days, the Issuer Cash Manager has to remove such investment in case of downgrading below of “A-1” by Standard & Poor's; or
  - (ii) its long term credit rating shall be at least “Aa2” by Moody's and “AA-” by Standard & Poor's provided that if the investments have maturities greater than 60 calendar days, the Issuer Cash Manager has to remove such investment in case of downgrading below of “A+” by Standard & Poor's;

- (e) shares or units of undertakings for collective investment in transferable securities (*actions ou parts d'organismes de placement collectif en valeurs mobilières*) which are principally invested in the securities referred to in paragraphs 2°, 3° and 4° of Article R. 214-95 of the French Monetary and Financial Code, denominated in euro and rated “Aaa” by Moody's and “AAAm” by Standard & Poor's, with the exception of those referred to in Articles L. 214–36 to L. 214–42 of the French Monetary and Financial Code;
- (f) units issued by debt mutual funds (*parts de fonds communs de créances*) or similar foreign-law governed entities denominated in euro and rated “Aaa” by Moody's and “AAA” by Standard & Poor's, with the exception of the Units; and/or
- (g) any other investment as authorised by the applicable laws and regulations and approved by the Rating Agencies,

provided always that the Management Company will ensure that the Issuer Cash Manager complies with the investment rules described below.

The Issuer Available Cash and all available moneys standing to the credit of the Additional Income Account and of the Commingling Reserve Account may also be deposited with a credit institution whose short term unsecured, unsubordinated and unguaranteed debt obligations are rated at least “P1” by Moody's and “A-1” by Standard & Poor's or the Caisse des Dépôts et Consignations by way of time deposits having a maturity of at least 1 month.

### **Investment Rules**

The Issuer Cash Manager shall arrange for the investment of Issuer Available Cash and all available sums standing to the credit of the Additional Income Account and of the Commingling Reserve Account. The Management Company will ensure that the Issuer Available Cash and all available sums standing to the credit of the Additional Income Account and of the Commingling Reserve Account are invested by the Issuer Cash Manager in the Authorised Investments, and shall remain liable therefore towards the Noteholders.

These investment rules aim at avoiding any risk of capital loss and providing for the selection of securities benefiting from a credit rating which would not adversely affect the level of security afforded to the Noteholders and to the Unitholder(s) (and in particular the credit rating of the Notes). An investment shall never be made for a maturity ending after the Business Day prior to the Monthly Payment Date which immediately follows the date upon which such investment was made, nor shall it be disposed of prior to its maturity except in exceptional circumstances and for the sole purposes of protecting the interests of the Noteholders and of the Unitholder(s). Such circumstances may be a material adverse change in the legal, financial or economic situation of the issuer of the relevant security(ies) or the risk of the occurrence of a market disruption or an inter-bank payments system failure on about the maturity date of the relevant security(ies).

## DESCRIPTION OF THE ISSUER BANK ACCOUNTS

### Account and Cash Management Agreement

#### *Issuer Bank Accounts*

On the Closing Date, the Management Company will ensure that the Depository, in accordance with the provisions of the Account and Cash Management Agreement, will open the Issuer Bank Accounts:

- (A) the General Collection Account which shall be:
- (a) credited with the following amounts:
    - (i) on each Business Day: the Available Collections paid by the Servicer;
    - (ii) on the Business Day preceding each Monthly Payment Date: the Financial Income as deposited (or caused to be deposited) by the Issuer Account Bank;
    - (iii) from time to time: any other cash remittances, which are not otherwise expressly specified in this Section, paid by any obligor of the Issuer under any of the Issuer Transaction Documents;
    - (iv) on each Monthly Payment Date: the Interest Rate Swap Net Cashflow, if any, payable to the Issuer by the Issuer Swap Counterparty;
    - (v) on each Monthly Payment Date relating to a Reference Period falling within the Replenishment Period, (including the Monthly Payment Dates relating to a Reference Period falling within both in the Replenishment Period and in the Amortisation Period): the Short Term Revolving Notes Issue Amount;
    - (vi) on each Monthly Payment Date relating to a Reference Period falling within the Replenishment Period, (including the Monthly Payment Dates relating to a Reference Period falling within both in the Replenishment Period and in the Amortisation Period): the Investor Notes Issue Amount, if any;
    - (vii) on each Monthly Payment Date relating to a Reference Period falling within the Replenishment Period and which is a Series Notes Issue Date, (including the Monthly Payment Dates relating to a Reference Period falling within both in the Replenishment Period and in the Amortisation Period): the Class D Notes Issue Amount, if any;
    - (viii) on (aa) each Monthly Payment Date relating to a Reference Period falling within the Replenishment Period (including the Monthly Payment Dates relating to a Reference Period falling within both the Replenishment Period and the Amortisation Period), and (bb) the Monthly Payment Date relating to the first Reference Period falling within the Amortisation Period and but not falling within the Replenishment Period, and (cc) on the Monthly Payment Date relating to the first Reference Period of the Accelerated Amortisation Period: transfer of the credit balance of the Replenishment Account;
    - (ix) on each Monthly Payment Date relating to a Reference Period: the transfer in full of the credit balance of the General Reserve Account, provided that, during the Accelerated Amortisation Period, until the earlier of (i) the Monthly Payment Date on which all Class A Notes, all Class B Notes, all Class R Notes and all Class S Notes

have been repaid in full and (ii) the Monthly Payment Date on which the transfer of the credit balance of the General Reserve Account would result in a payment in full of items 1 to 7 of the Priority of Payments during the Accelerated Amortisation Period, the amount so transferred shall be limited to the amount required to apply items 1 to 4 of the Priority of Payments during the Accelerated Amortisation Period;

- (x) on each Monthly Payment Date relating to a Reference Period: the aggregate Subsidised Interest Instalment Amount relating to the relevant Reference Period paid by the Seller;
  - (xi) on each Monthly Payment Date relating to a Reference Period and provided that the Seller has not paid in full to the Issuer the aggregate Subsidised Interest Instalment Amount relating to the relevant Reference Period on such Monthly Payment Date: the transfer of the Subsidised Interest Instalment Amount relating to such Reference Period from the Additional Income Account in accordance with the provisions of the Additional Income Cash Collateral Agreement; and
- (b) debited in accordance with the provisions of the relevant Priority of Payments (see “OPERATION OF THE ISSUER – Priority of Payments”);
- (B) the Replenishment Account which shall be:
- (a) credited, on each Monthly Payment Date relating to a Reference Period falling within the Replenishment Period with the Residual Replenishment Basis; and
  - (b) debited in full for transfer into the General Collection Account, on each Monthly Payment Date relating to a Reference Period falling within the Replenishment Period (including the Monthly Payment Dates relating to a Reference Period falling within both the Replenishment Period and the Amortisation Period), and on the first Monthly Payment Date relating to the first Reference Period falling within the Amortisation Period and which is not falling within the Replenishment Period and on the Monthly Payment Date relating to the first Reference Period of the Accelerated Amortisation Period;
- (C) the General Reserve Account which shall be:
- (a) credited with the following amounts:
    - (i) on the Closing Date: an amount being equal to 0.20 per cent. of the Principal Outstanding Balance of the Performing Receivables as of such date; and
    - (ii) on each Monthly Payment Date relating to a Reference Period not falling within the Accelerated Amortisation Period: an amount being equal to the lesser of the credit balance of the General Collection Account, in accordance with the applicable Priority of Payments, and the General Reserve Required Level; and
    - (iii) if, on any Calculation Date relating to a Reference Period falling within the Replenishment Period, the Management Company has notified the Seller, on the Business Day following such Calculation Date, that the General Reserve Estimated Balance is under the General Reserve Required Level, and if the Seller has paid into the General Reserve Account, on the third Business Day preceding the relevant Monthly Payment Date, the amount notified to it by the Management Company: an amount such that, following such payment made by the Seller, the credit balance of the General Reserve Account is equal to the General Reserve Required Level; and



- (b) debited with the following amounts:
  - (i) in full for transfer into the General Collection Account on each Monthly Payment Date, provided that, during the Accelerated Amortisation Period, until the earlier of (i) the Monthly Payment Date on which all Class A Notes, all Class B Notes, all Class R Notes and all Class S Notes have been repaid in full and (ii) the Monthly Payment Date on which the transfer of the credit balance of the General Reserve Account would result in a payment in full of items 1 to 7 of the Priority of Payments during the Accelerated Amortisation Period, the amount so transferred shall be limited to the amount required to apply items 1 to 4 and 6 of the Priority of Payments during the Accelerated Amortisation Period;
  - (ii) once all the Notes have been repaid in full, in full for transfer to the account of the Seller;
- (D) the Additional Income Account which shall be:
  - (a) credited by the Seller, on the third Business Day preceding each Monthly Payment Date relating to a Reference Period falling within the Replenishment Period (including the Monthly Payment Dates relating to a Reference Period falling within both the Replenishment Period and the Amortisation Period), with an amount being equal to the aggregate of the Subsidised Interest Balances relating to each of the Receivables transferred during the relevant Reference Period as of the Instalment Due Date preceding the Cut-Off Date relating to such Monthly Payment Date, as calculated by the Management Company on each Calculation Date and notified on the Business Day following Calculation Date by the Management Company to the Seller; and
  - (b) debited with the following amounts:
    - (i) on each Monthly Payment Date relating to a Reference Period: transfer to the Seller of the Subsidised Interest Balance relating to the Transferred Receivables that have been prepaid in full during the relevant Reference Period, or the transfer of which has been deemed null and void in accordance with the provisions of the Master Receivables Transfer Agreement during the relevant Reference Period, or that have become Defaulted Receivables during the relevant Reference Period;
    - (ii) on each Monthly Payment Date relating to a Reference Period, transfer to the Seller of the aggregate Subsidised Interest Instalment Amounts relating to the Transferred Receivables which has been actually paid by the Seller on such Monthly Payment Date into the General Collection Account, or in the event that the Seller has not paid to the Issuer the aggregate Subsidised Interest Instalment Amount relating to the relevant Reference Period on the relevant Monthly Payment Date, transfer into the General Collection Account of the Subsidised Interest Instalment Amount relating to such Reference Period in accordance with the provisions of the Additional Income Cash Collateral Agreement,  
provided that:
      - (aa) the Management Company shall be entitled to set-off the cash flows paid by the Seller to the Issuer against the cash flows paid by the Issuer to the Seller in respect of the Additional Income Account; and

- (bb) the proceeds of the investments accrued on the credit balance of the Additional Income Account, if any, shall be transferred on each Monthly Payment Date to the Seller, by debit of the Additional Income Account; and
- (E) the Commingling Reserve Account which shall be credited on the date, if any, on which the Commingling Reserve Rating Condition becomes not satisfied, with an amount equal to the Commingling a Reserve Required Level. The Servicer will then on the third Business Day preceding each Monthly Payment Date credit this Commingling Reserve Account with such amounts as are necessary to maintain the balance of such Commingling Reserve Account at the Commingling Reserve Required Level. In order to secure the payment of Collections by the Servicer to the General Collection Account and mitigate the risk of commingling Collections with existing funds of the Servicer prior to their being transferred to the Issuer, the Servicer shall grant a pledge by way of cash collateral (*remise d'espèces à titre de garantie*), pursuant to Article L. 431-7 of the French Monetary and Financial Code, in favour of the Issuer over the amounts standing to the credit of the Commingling Reserve Account (see section "CREDIT STRUCTURE - Reserve Funds"). The proceeds of the investments accrued on the credit balance of the Commingling Reserve Account, if any, shall be transferred on each Monthly Payment Date to the Seller, by debit of the Commingling Reserve Account.

During the life of the Issuer, the Depository shall be entitled to delegate or sub-contract any or all of its obligations in respect of the book-keeping of the bank accounts and the custody of any financial instruments governed by the agreement(s) relating to the relevant bank accounts to any credit institution duly licensed therefore under the laws and regulations of France, subject to any applicable laws.

#### **Credit of the Issuer Bank Accounts**

In accordance with the provisions of the Issuer Regulations, the Management Company will give such instructions as are necessary to the Depository and the Issuer Account Bank to ensure that each of the Issuer Bank Accounts is credited or, as the case may be, debited in the manner described above under this section.

#### **No Debit Balance**

Any payment or provision for payment will be made by the Management Company only out of and to the extent of the credit balance of the General Collection Account and subject to the application of the relevant Priority of Payments. None of the Issuer Bank Accounts shall ever have a debit balance at any time during the life of the Issuer.

#### **Limited Liability**

The Management Company will not be liable for any failure in the proper implementation of the Priority of Payments if it results from the failure of the Seller or Servicer to perform their respective obligations under the Master Receivables Transfer Agreement and/or Servicing Agreement or from the failure of the Issuer Account Bank to perform its obligations under the Account and Cash Management Agreement.

#### **Downgrading of the Rating of the Issuer Account Bank**

Pursuant to the Account and Cash Management Agreement, if any of the ratings of the Issuer Account Bank's short-term unsecured, unsubordinated and unguaranteed debt obligations becomes lower than "P-1" by Moody's or "A-1" by Standard & Poor's then the Depository will, upon request of the Management Company, by written notice to the Issuer Account Bank, terminate the appointment of the Issuer Account Bank and will use its best endeavours to

appoint, within 60 calendar days, a substitute account bank and cash manager on condition that such substitute account bank and cash manager shall:

- (a) be an Eligible Bank;
- (b) have agreed with the Management Company and the Depository to perform the duties and obligations of the Issuer Account Bank pursuant to and in accordance with terms satisfactory to the Management Company and the Depository; and
- (c) such substitution will not result in the deterioration of the level of security offered to the Noteholders; in particular, it must not result in the downgrading of the then current rating of the Rated Notes by the Rating Agencies.

### **Resignation of the Issuer Account Bank**

The Issuer Account Bank may resign its appointment at any time subject to the issuance 30 calendar days' in advance of a written notice destined to the Depository (with a copy to the Management Company), provided, however, that such resignation will not take effect until the following conditions are satisfied:

- (a) a substitute account bank has been appointed by the Management Company with the prior consent of the Depository (such consent not being unreasonably withheld) and a new bank account agreement has been entered into upon terms satisfactory to the Management Company and the Depository;
- (b) the substitute account bank is an Eligible Bank; and
- (c) such substitution does not result in the deterioration of the level of security offered to the Noteholders. In particular, it must not result in the downgrading of the then current rating of the Rated Notes by the Rating Agencies.

### **Governing Law and Submission to Jurisdiction**

The Account and Cash Management Agreement is governed by, and will be construed in accordance with, French law and all claims and disputes arising in connection therewith shall be subject to the exclusive jurisdiction of the French courts having competence in commercial matters.

## CREDIT STRUCTURE

*An investment in the Offered Notes implies a certain level of risk on which the attention of the investors must be drawn when subscribing or purchasing the Offered Notes. The structure of the Issuer provides for various hedging and protection mechanisms as provided for by the Issuer Transaction Documents which benefit exclusively to the Noteholders.*

### **Representations and Warranties Related to the Receivables**

In accordance with the provisions of the Master Receivables Transfer Agreement, the Seller will give certain representations and warranties relating to the transfer of certain Eligible Receivables to the Issuer, including as to the compliance of the Transferred Receivables with the Eligibility Criteria. Without prejudice to such representations and warranties, the Seller does not guarantee the solvency of the Borrowers or the effectiveness of the Ancillary Rights relating to the Transferred Receivables (see “THE AUTO LOAN AGREEMENTS AND THE RECEIVABLES”).

### **Issuer Net Margin**

The main protection for the Class A<sub>1-2007-1</sub> Noteholders and the Class B<sub>2007-1</sub> Noteholders derives, from time to time, from the Issuer Net Margin. The Issuer Net Margin is equal, on any Monthly Payment Date, to the difference between:

- (a) the sum of the Collected Income and, as applicable, of the Interest Rate Swap Net Cashflow payable to the Issuer on such Monthly Payment Date; and
- (b) the sum of the Payable Costs and, as applicable, of the Interest Rate Swap Net Cashflow payable by the Issuer on such Monthly Payment Date.

### **Subordination of Notes**

#### ***General***

The rights of the Class B Noteholders to receive payments of principal shall be subordinated to the rights of the Class A Noteholders and of the Class R Noteholders to receive payments of principal, and the rights of the Class B Noteholders to receive payments of interest shall be subordinated to the rights of the Class A Noteholders and of the Class R Noteholders to receive payments of interest. The purpose of this subordination is to ensure the regularity of payments of amounts of principal and interest to the Class A<sub>1-2007-1</sub> Noteholders and the Class R Noteholders.

The rights of the Class C Noteholders to receive payments of principal shall be subordinated to the rights of the Class B Noteholders and of the Class S Noteholders to receive payments of principal, and the rights of the Class C Noteholders to receive payments of interest shall be subordinated to the rights of the Class B Noteholders and of the Class S Noteholders to receive payments of interest. The purpose of this subordination is to ensure the regularity of payments of amounts of principal and interest to the Class B Noteholders and the Class S Noteholders to the extent that the Class A Noteholders and the Class R Noteholders have received regular payments of amounts of principal and interest.

#### ***Subordination***

The Class A Notes rank *pari passu* with the Class R Notes. The Class B Notes rank *pari passu* with the Class S Notes. The Class C Notes rank *pari passu* with the Class T Notes.

Credit protection with respect to the Class A Notes and the Class R Notes will be provided by the subordination of payments of principal and interest for the Class B Notes, the Class C Notes, the Class S, the Class T Notes and the Class D Notes (if any). Such subordination consists of the rights granted to the Class A Noteholders to receive on each Monthly Payment Date:

- (a) any amounts of interest in priority to any amounts of interest payable to the Class B Noteholders, the Class C Noteholders, the Class S Noteholders, the Class T Noteholders and the Class D Noteholders (if any), as applicable; and
- (b) any amounts of principal in priority to any amounts of principal payable to the Class B Noteholders, the Class C Noteholders, the Class S Noteholders, the Class T Noteholders and the Class D Noteholders (if any), as applicable.

Credit protection with respect to the Class B Notes and the Class S Notes will be provided by the subordination of payments of principal and interest for the Class C Notes, the Class T Notes and the Class D Notes (if any). Such subordination consists of the rights granted to the Class B Noteholders to receive on each Monthly Payment Date:

- (a) any amounts of interest in priority to any amounts of interest payable to the Class C Noteholders, the Class T Noteholders and the Class D Noteholders (if any) , as applicable; and
- (b) any amounts of principal in priority to any amounts of principal payable to the Class C Noteholders, the Class T Noteholders and the Class D Noteholders (if any) , as applicable.

## **Reserve Funds**

The Issuer will establish the General Reserve Account, the Additional Income Account and the Commingling Reserve Account.

### ***General Reserve Account***

Pursuant to Article L. 431-7 of the French Monetary and Financial Code and the terms of the General Reserve Deposit Agreement, the Seller has agreed, as guarantee for the performance of its obligations to cover, in certain circumstances, in full or in part, certain expenses of the Issuer and payments of interest payable by the Issuer under the Class A Notes, the Class B Notes, the Class R Notes and the Class S Notes, the Seller has agreed to make cash deposit with the Issuer by way of full transfer of title (*remise d'espèces en pleine propriété à titre de garantie*) as a guarantee for its financial obligations (*obligations financières*) under such performance guarantee.

The General Reserve Account will be credited with the following:

- (a) by the Seller, on the Closing Date, an amount equal to 0.20 per cent. of the Principal Outstanding Balance of the Performing Receivables as of such date; and
- (b) by the Issuer, on each Monthly Payment Date relating to a Reference Period not falling within the Accelerated Amortisation Period, an amount equal to the lesser of the credit balance of the General Collection Account and the General Reserve Required Level.

If on any Calculation Date relating to a Reference Period falling within the Replenishment Period, the Management Company has notified the Seller on the Business Day following such Calculation Date, that the General Reserve Estimated Balance is under the General Reserve Required Level, the Seller will be entitled to pay, on the third Business Day preceding the relevant Monthly Payment Date, into the General Reserve Account an amount such that following such payment the credit balance of the General Reserve Account is equal to the General Reserve Required Level.

The credit balance of the General Reserve Account is transferred in full to the General Collection Account on each Monthly Payment Date, provided that, during the Accelerated Amortisation Period, until the earlier of (i) the Final

Redemption Date and (ii) the Monthly Payment Date on which the transfer of the credit balance of the General Reserve Account would result in a payment in full of items 1 to 7 of the Priority of Payments during the Accelerated Amortisation Period, the amount so transferred shall be limited to the amount required to apply items 1 to 4 of the Priority of Payments during the Accelerated Amortisation Period.

### ***Additional Income Account***

On the third Business Day preceding each Monthly Payment Date relating to a Reference Period falling within the Replenishment Period, the Seller will credit to the Additional Income Account, the Subsidised Interest Balances relating to the Transferred Receivables purchased by the Issuer during the relevant Reference Period as of the dates as set out in the Issuer Regulations, as calculated by the Management Company on each Calculation Date.

Pursuant to Article L. 431-7 of the French Monetary and Financial Code and the terms of the Additional Income Cash Collateral Agreement, the Seller has agreed, as guarantee for the performance of its obligations to pay to the Issuer the Subsidised Interest Instalment Amounts on each relevant Monthly Payment Date, to make cash deposit with the Issuer by way of full transfer of title (*remise d'espèces en pleine propriété à titre de garantie*) as a guarantee for the financial obligations (*obligations financières*) of the Seller under such performance guarantee.

The Additional Income Account will be debited by the following amounts that will be released from the cash collateral and paid to the Seller:

- (a) such part of the Subsidised Interest Balance as relates to the Transferred Receivables that have been prepaid in full during the relevant Reference Period, or the transfer of which has been deemed null and void, in accordance with the provisions of the Master Receivables Transfer Agreement during the relevant Reference Period, or that have become Defaulted Receivables during the relevant Reference Period; and
- (b) such part of the Subsidised Interest Balance as corresponds to the monthly instalment amount of the Subsidised Interest Balance actually paid by the Seller in respect of the relevant Monthly Period.

If the Seller did not pay such monthly instalment amount of Additional Income, the Additional Income Account will be debited with the relevant amount to be transferred into the General Collection Account for allocation with the other amounts in accordance with the relevant Priority of Payments.

### ***Commingling Reserve Account***

#### *Establishment of the Commingling Reserve Fund*

Pursuant to Article L. 431-7 of the French Monetary and Financial Code and the terms of the Commingling Reserve Cash Collateral Agreement, the Servicer has agreed, as guarantee for the performance of its obligations to transfer the Collections to the Issuer on each relevant Monthly Payment Date, the Servicer has agreed to make cash deposit with the Issuer by way of full transfer of title (*remise d'espèces en pleine propriété à titre de garantie*) as a guarantee for the financial obligations (*obligations financières*) of the Servicer under such performance guarantee.

The Servicer will then ensure that the balance of the Commingling Reserve Account is no less than the Commingling Reserve Required Level on any subsequent Calculation Date. To the extent that on any subsequent Calculation Date, the balance of the Commingling Reserve Account exceeds the Commingling Reserve Required Level the Issuer will release any excess (or the full amount of the sums credited thereon on the Calculation Date following the date, if any, on which the Commingling Reserve Rating Condition becomes satisfied again) from the pledge and return it to the Servicer.

The purpose of the Commingling Reserve Account is to mitigate the commingling risk arising from Collections being initially deposited in an account of and commingled with other funds of the Servicer.

#### *Use of the Commingling Reserve Fund*

The Issuer shall be entitled to set-off any sum owed payable to it under the provisions of the Servicing Agreement against the Commingling Reserve Fund, and the Servicer expressly authorises it to do so, without any need for prior notice or for any notification whatsoever. The obligations of the Servicer to transfer the Collections to the Issuer in accordance with the provisions of the Servicing Agreement shall be performed by transfer of the corresponding amounts to the Issuer and, in the absence of any such payment, the Issuer shall be entitled to set-off any such payable amounts against the Commingling Reserve Fund, which set-off shall therefore reduce the Commingling Reserve Fund.

## **Credit Enhancement**

### ***Class A Notes and Class R Notes***

Credit enhancement for the Class A Notes and the Class R Notes will be provided by the General Reserve Account, the subordination of payments due on the Class B Notes and the Class S Notes and the subordination of payments due on the Class C Notes, the Class T Notes and the Class D Notes (if any).

In the event that the credit enhancement provided by the General Reserve Account is reduced to zero and the protection provided by the subordination of the Class B Notes and the Class S Notes, the subordination of the Class C Notes and the Class T Notes and the subordination of the Class D Notes (if any) is reduced to zero, the Class A Noteholders and the Class R Noteholders will directly bear the risk of first loss of principal and interest related to the Transferred Receivables.

### ***Class B Notes and Class S Notes***

Credit enhancement for the Class B Notes and the Class S Notes will be provided by the General Reserve Account and the subordination of payments due on the Class C Notes, the Class T Notes and the Class D Notes (if any).

In the event that the credit protection provided by the General Reserve Account is reduced to zero and the protection provided by the subordination of the Class C Notes and the Class T Notes and the subordination of the Class D Notes (if any) is reduced to zero, the Class B Noteholders and the Class S Noteholders will directly bear the risk of first loss of principal and interest related to the Transferred Receivables.

## **Global Level of Credit Enhancement**

On the Issuer Establishment Date, the issue of the Class B<sub>2007-1</sub> Notes, the Class S Notes, the Class C Notes, the Class T Notes and the establishment of the General Reserve Account provide the Class A<sub>1-2007-1</sub> Noteholders and the Class R Noteholders with total credit enhancement equal to 11.7 per cent. (0.20 per cent. with respect to the General Reserve Account and 11.5 per cent. with respect to the Class B<sub>2007-1</sub> Notes, the Class S Notes, the Class C Notes and the Class T Notes) of the initial aggregate principal amounts of the Class A<sub>1-2007-1</sub> Notes, the Class B<sub>2007-1</sub> Notes, the Class C Notes, the Class R Notes, the Class S Notes and the Class T Notes.

## DESCRIPTION OF THE ISSUER SWAP AGREEMENT

*The following description of the Issuer Swap Agreement consists of a summary of the principal terms of the Issuer Swap Agreement in connection with the Offered Notes. Capitalised terms used but not otherwise defined in the following summary or elsewhere in this Prospectus shall have the meanings given to such terms in the Glossary section of this Issuer Prospectus or in the ISDA Master Agreement.*

### **Introduction**

On or prior to the Issuer Establishment Date, the Issuer will enter into a 1992 Master Agreement (Multicurrency - Cross Border) together with a schedule thereto with the Issuer Swap Counterparty and the Issuer Stand-by Swap Provider.

### **ISDA Master Agreement**

#### ***Condition Precedent***

It is a condition precedent to the transfer of the Eligible Receivables to the Issuer on any Transfer Date that hedging transactions having an aggregate notional amount equal to the Principal Outstanding Balance of the relevant Production of Eligible Receivables have been entered into with an Eligible Swap Counterparty (or several Eligible Swap Counterparties), either pursuant to any Issuer Swap Agreement or pursuant to any other agreement on substantially similar terms. In the event that, at the time of making a Transfer Offer, an Eligible Swap Counterparty (or several Eligible Swap Counterparties, as the case may be) has (or have) agreed to enter into hedging arrangement(s) having an aggregate notional amount which is less than the aggregate amount of the Principal Outstanding Balance of the Receivables owned by the Issuer and the Eligible Receivables so offered, only such portion of the Auto Loan Agreements in the offered pool of Eligible Receivables so that the aggregate amounts of the Principal Outstanding Balance of the Receivables owned by the Issuer and the new Eligible Receivables so transferred is equal or lower to the aggregate of the notional amounts of the hedging arrangement(s) to which such Eligible Swap Counterparty has committed, shall be transferred to the Issuer.

The aggregate of the notional amounts under the Issuer Swap Agreement on the Closing Date will be equal to 100 per cent. of the aggregate of the Principal Outstanding Balance of the Performing Receivables on the Closing Date.

#### ***Issuer Swap Agreement***

On or before the Closing Date, the Issuer will enter into one Issuer Swap Agreement with the initial Issuer Swap Counterparty and with the Issuer Stand-by Swap Provider. The Issuer Swap Agreement will be documented by an ISDA Master Agreement, as amended and supplemented by a schedule, a confirmation and two credit support annexes, and will be governed by English law.

The purpose of the Issuer Swap Agreement is to enable the Issuer to meet its interest obligations on the Notes, in particular by hedging the Issuer against the risk of a difference between the EURIBOR-based floating rate applicable for the relevant Interest Period on the Notes on each relevant Monthly Payment Date and the fixed interest rate payments received in respect of the Transferred Receivables.

In accordance with the Issuer Swap Agreement:

- (a) each fixed payment date under the Issuer Swap Agreement will be each Monthly Payment Date under the Notes;
- (b) each floating rate payment date (“**Floating Rate Payment Date**”) under the Issuer Swap Agreement will be:



- (i) where the Issuer Swap Counterparty does not have the Required Ratings, 5 Business Days prior to each Monthly Payment Date; or
  - (ii) where the Issuer Swap Counterparty is an Eligible Swap Counterparty with the Required Ratings, each Monthly Payment Date;
- (c) payments due under the Issuer Swap Agreement will be determined on the Calculation Date immediately preceding a Monthly Payment Date;
- (d) the floating rate used to calculate the amount payable by the Issuer Swap Counterparty or the Issuer Stand-by Swap Provider, as the case may be, on each relevant Monthly Payment Date, will be the EURIBOR rate applicable to the Notes in respect of the Interest Period ending on that Monthly Payment Date;
- (e) the fixed rate used to calculate the amounts payable by the Issuer on any Monthly Payment Date will be:
- (i) in respect of the first Interest Period, a rate equal to 4.55 per cent.; and
  - (ii) in respect of each subsequent Interest Period, the ratio, expressed as a percentage rate per annum, of:
    - (aa) the sum of the products, in respect of each monthly Production of Eligible Receivables transferred to the Issuer prior to the relevant Calculation Date, of:
      - (x) the Principal Outstanding Balance of all Performing Receivables of that monthly Production of Eligible Receivables as at the Cut-off Date falling immediately before the preceding Calculation Date; and
      - (y) the Sub-Group Swap Rate that corresponds and applies to such monthly Production of Eligible Receivables; to
    - (bb) the sum of the Principal Outstanding Balance of all Performing Receivables as at the Cut-off Date falling immediately before the preceding Calculation Date.

The aggregate of the notional amounts under the Issuer Swap Agreement will be:

- (i) in respect of the first Swap Period, an amount equal to €1,627,524,906.04; and
- (ii) in respect of each subsequent Swap Period, an amount equal to the sum of the Principal Outstanding Balances of all Performing Receivables of each monthly Production of Eligible Receivables transferred to the Issuer prior to the relevant Calculation Date as of the Cut-off Date falling immediately before the preceding Calculation Date.

***No Additional Payment***

In the event that the Issuer is obliged, at any time, to deduct or withhold any amount for or on account of any withholding tax from any sum payable by the Issuer under the Issuer Swap Agreement, the Issuer is not liable to pay to the Issuer Swap Counterparty, or the Issuer Stand-by Swap Provider as the case may be, any such additional amount. If the Issuer Swap Counterparty, or the Issuer Stand-by Swap Provider as the case may be, is obliged, at any time, to deduct or withhold any amount for or on account of any tax from any sum payable to the Issuer under the Issuer Swap Agreement, the Issuer Swap Counterparty, or the Issuer Stand-by Swap Provider as the case may be, shall, at the same time, pay such additional amount as is necessary to ensure that the Issuer receives a sum equal to the amount it would have received in the absence of any deduction or withholding. In such event, the Issuer Swap Counterparty, or the Issuer Stand-by Swap Provider as the case may be, shall be entitled to arrange for

its substitution under the Issuer Swap Agreement by an Eligible Swap Counterparty, subject to prior approval of the Management Company and the Depository.

### **Required Ratings**

In order to qualify as an Eligible Swap Counterparty, the Issuer Swap Counterparty or the Issuer Stand-by Swap Provider, as the case may be, is required, on the Closing Date:

- (a) to have the Required Ratings; or
- (b) to have its obligations under the Issuer Swap Agreement guaranteed by a guarantor having the Required Ratings and on terms satisfactory to the Rating Agencies.

The initial Issuer Swap Counterparty shall be an Eligible Swap Counterparty for so long as:

- (i) (aa) the Issuer Stand-by Swap Provider has the Required Ratings; and  
(bb) the Issuer Stand-by Swap Provider is obliged to make payment to the Issuer in respect of amounts the initial Issuer Swap Counterparty fails to pay to the Issuer pursuant to the Issuer Swap Agreement; or
- (ii) the initial Issuer Swap Counterparty (or RCI Banque S.A.) has the Required Ratings.

### **Commitment of the Issuer Stand-by Swap Provider**

If the Issuer Swap Counterparty fails to pay (i) on or before the date that is two Business Days prior to a Monthly Payment Date or (ii) on or before the second Business Day following the date on which any amount becomes due pursuant to Section 6(e) of the Issuer Swap Agreement, as the case may be, any payment required to be paid by it to the Issuer on the Floating Rate Payment Date immediately prior to such Monthly Payment Date or on the second Business Day following the date on which any amount becomes due pursuant to Section 6(e) of the Issuer Swap Agreement, as the case may be, and such failure occurs during the Stand-by Support Period, then the rights and obligations of the initial Issuer Swap Counterparty as Party A under the Issuer Swap Agreement and any other documents related to the Issuer Swap Agreement will automatically and without notice novate to the Issuer Stand-by Swap Provider on the Monthly Payment Date immediately following such failure (the “**Novation Date**”).

The novation of the Issuer Swap Agreement to the Issuer Stand-by Swap Provider will constitute an Accelerated Amortisation Event.

### **Stand-by Support Period**

The Stand-by Support Period means the period commencing on and including the Effective Date under the Issuer Swap Agreement and ending on but excluding the earlier of: (i) the Novation Date, (ii) the date upon which the initial Issuer Swap Counterparty or RCI Banque is assigned credit ratings by each Rating Agency at least equal to the Required Ratings, (iii) the date on which the relevant Issuer Swap Agreement is novated to another Eligible Swap Counterparty, (iv) the Termination Date under the Issuer Swap Agreement or (v) such other date as may be agreed in writing from time to time between the Issuer Stand-by Swap Provider, the initial Issuer Swap Counterparty, the Issuer and such that the Rating Agencies have confirmed that such modification will not entail the downgrading of the then current rating of the Rated Notes.

For the avoidance of doubt, immediately upon the expiry of the Stand-by Support Period, the Issuer Stand-by Swap Provider (provided that the Issuer Stand-by Swap Provider is not Party A) and Party B are each released and discharged from further obligations to each other and their respective rights against each other are cancelled with respect to any obligations and rights accrued after the expiry of the Stand-by Support Period.

## Commitment of the Issuer Swap Counterparty

In the event that the long-term, senior, unsecured and unguaranteed debt obligations of the initial Issuer Swap Counterparty (or its successor or assignee) and of RCI Banque cease to be rated at least as high as “Baa3” by Moody’s or “BBB-” by S&P, the Issuer Swap Counterparty must, at its own cost within 2 Business Days after the occurrence of any such event, provide each Issuer Stand-by Swap Provider with the amount of collateral provided for in the relevant Issuer Swap Agreement.

## Termination of the Issuer Swap Agreement

The Issuer will have the right (exercisable by the Management Company on its behalf), to terminate an Issuer Swap Agreement:

- (a) upon the occurrence, with respect to the Issuer Swap Counterparty or the Stand-by Swap Provider (if any), of any of the events described in the following sections of the relevant Issuer Swap Agreement: Section 5(a)(i) (*Failure to Pay or Deliver*), Section 5(a)(ii) (*Breach of Agreement*), Section 5(a)(iii) (*Credit Support Default*), Section 5(a)(iv) (*Misrepresentation*), Section 5(a)(vii) (*Bankruptcy*), Section 5(a)(viii) (*Merger without Assumption*), Section 5(b)(i) (*Illegality*), Section 5(b)(ii) (*Tax Event*), Section 5(b)(iii) (*Tax Event upon Merger*) and Section 5(b)(iv) (*Credit Event upon Merger*); or
- (b) upon the occurrence of each of the events as more specifically set out below:

### S&P Ratings Event

In the event that

- (A) the Relevant Entity is a financial institution in accordance with the “Revised Framework For Applying Counterparty and Supporting Party Criteria” published on 8 May 2007 (the “**S&P Criteria**”) (a “**Financial Institution**”) and the short term senior, unsecured and unguaranteed debt obligations of the Relevant Entity (or its successor or assignee) cease to be rated at least as high as A-1 by Standard & Poor’s, a division of The McGraw Hill Companies, Inc. (“**S&P**”) (or if the Relevant Entity is not the subject of a short term rating, its long term, senior, unsecured debt rating ceases to be rated at least as high as A+ by S&P) (such occurrence being a “**S&P Ratings Event**”); or
- (B) (i) the Relevant Entity is not a Financial Institution and its short term senior, unsecured and unguaranteed debt obligations (or its successor or assignee) cease to be rated at least as high as A-1 by S&P (or if the Relevant Entity is not the subject of a short term rating, its long term, senior, unsecured debt rating ceases to be rated at least as high as A+ by S&P) or, (ii) the Relevant Entity is a Financial Institution in accordance with the S&P Criteria, and its short term, senior, unsecured and unguaranteed debt obligations (or its successor or assignee) cease to be rated at least as high as A-2 by S&P (or if such Relevant Entity is not the subject of a short term rating, its long term, senior, unsecured debt rating ceases to be rated at least as high as BBB+ by S&P) (the occurrence of such event being a “**Subsequent S&P Rating Event**”),

then the Relevant Entity, shall, at its own cost:

- (1) within 10 Business Days of the occurrence of an S&P Ratings Event or a Subsequent S&P Rating Event, transfer collateral in accordance with the terms of the Credit Support Annex; and
- (2) use commercially reasonable efforts to, within 60 calendar days of the occurrence of a Subsequent S&P Rating Event, (A) transfer all of its rights and obligations with respect to this Agreement to an Eligible Transferee, (B) provide, or cause to be provided, an

Eligible Guarantee in favour of Party B in respect of all Party A's present and future obligations under this Agreement by a suitably rated guarantor or (C) procure another person to become co-obligor in respect of its obligations under this Agreement or take such other action as the Relevant Entity may agree with Party B, in each case as will result in the rating of the relevant Notes then outstanding following the taking of such action being rated no lower than the rating of such Notes immediately prior to the S&P Ratings Event.

A failure to post collateral in accordance with (1) above or implement a remedy in accordance with (2) (A), 2 (B) or 2 (C) immediately following the expiry of such 10 Business Day or 60 calendar day period respectively, will cause a Rating Event.

For the avoidance of doubt, on the Closing Date, the Issuer Swap Counterparty is considered as a financial institution in accordance with the S&P Criteria.

#### Moody's Ratings Event

In the event that

- (A) the Relevant Entity fails to comply with or perform any obligation to be complied with or performed by the Relevant Entity in accordance with the Credit Support Annex and either (A) the Moody's Second Rating Trigger Requirements do not apply or (B) less than 30 Local Business Days have elapsed since the last time the Moody's Second Rating Trigger Requirements did not apply.
- (B) (A) the Moody's Second Rating Trigger Requirements apply and at such time 30 or more Local Business Days have elapsed since the last time the Moody's Second Rating Trigger Requirements did not apply and (B) at least one Eligible Replacement has made a Firm Offer that would, assuming the occurrence of an Early Termination Date, qualify as a Market Quotation (in accordance with the terms of the Issuer Swap Agreement) and which remains capable of becoming legally binding upon acceptance.

For the purpose of the foregoing provisions, "**Relevant Entity**" in respect of the Issuer Swap Agreement, means (A) for as long as the Issuer Swap Counterparty and RCI Banque do not have the Required Ratings and the obligations of the Issuer Stand-by Swap Provider have not ceased for any reason, the Issuer Stand-by Swap Provider, or (B) if for any reason, the obligations of the Issuer Stand-by Swap Provider have ceased, (i) if RCI Banque guarantees the Issuer Swap Counterparty's obligations pursuant to a guarantee which satisfies the ratings criteria in relation to guarantees, RCI Banque, (ii) if RCI Banque does not guarantee the Issuer Swap Counterparty's obligations pursuant to a guarantee which satisfies the ratings criteria in relation to guarantees, either (x) the Issuer Swap Counterparty or (y) a Credit Support Provider (if any) with respect to the Issuer Swap Counterparty.

Failure by the Relevant Entity to comply with the measures described in the paragraph above within the relevant time frame shall constitute an Additional Termination Event under the Issuer Swap Agreement.

The Issuer Swap Counterparty and the Stand-by Swap Provider (if any) will have the right to terminate the Issuer Swap Agreement to which it is a party upon the occurrence, with respect to the Issuer, of any of the events described in the following sections of the Issuer Swap Agreement: Section 5(a)(i) (*Failure to Pay or Deliver*) or Section 5(a)(vii) (*Bankruptcy*) (but excluding a failure or inability to pay debts as they come due under Section 5(a)(vii)(2)), Section 5(b)(i) (*Illegality*) and Section 5(b)(ii) (*Tax Event*).

**Governing Law and Submission to Jurisdiction**

The Issuer Swap Agreement is governed by, and shall be construed in accordance with, English law. The Issuer Swap Agreement is subject to the jurisdiction of the courts of England and Wales.

## DESCRIPTION OF THE ISSUER SWAP COUNTERPARTIES

### Issuer Swap Counterparty

RCI Banque S.A. Niederlassung Deutschland, the German Branch of RCI Banque.

### Issuer Stand-by Swap Provider

#### HSBC France

*The information contained in this section related to HSBC France and the HSBC Group has been obtained from HSBC France and is furnished solely to provide limited information regarding HSBC France and the HSBC Group and does not purport to be comprehensive.*

HSBC France (formerly CCF) was founded in 1894 and has joined HSBC Group in July 2000.

The organisation of HSBC Group combines local presence with the performance of a global network. The Group's international scale allows us to become a major commercial bank, being able to offer our customers a high quality international service. Trustworthy and responsible, HSBC in France offers its customers an unrivalled international presence and is able to support them as best and as far as possible.

HSBC France's Group is represented by 14,500 employees and 780 offices in France. It owns seven regional bank subsidiaries: Banque Chaix, Banque Dupuy de Parseval, Banque Marze, Banque Pelletier, Banque de Savoie, CCSO and Société Marseillaise de Crédit.

In autumn 2005, CCF, Union de Banques à Paris, Banque Hervet in the Paris area, Banque de Picardie and Banque de Baecque Beau adopted the HSBC brand name. This major development has enabled these networks, working under the same brand name, to meet customer needs even better, with nearly 380 offices in France under the HSBC brand name and a very strong presence in the Paris area.

In addition to its retail banking network, HSBC France offers its clientele a full range of products and services in the following businesses: Corporate Investment Banking and Markets, Asset Management and Insurance, and Private Banking.

On the Closing Date, the short-term unsecured obligations of HSBC France are currently rated A-1+, P-1 and F1+ by S&P, Moody's and Fitch, respectively and the long-term obligations of HSBC France are currently rated AA, Aa2 and AA by S&P, Moody's and Fitch, respectively.

Headquartered in London, HSBC is one of the largest banking and financial services organisations in the world. HSBC's international network comprises over 9,800 offices in 77 countries and territories in Europe, the Asia-Pacific region, the Americas, the Middle East and Africa.

The information contained in this Offering Circular with respect to HSBC France relates to and has been obtained from it. The delivery of this Offering Circular shall not create any implication that there has been no change in the affairs of HSBC France since the date of this Offering Circular, or that the information contained or referred to in it is correct as of any time subsequent to its date.

Further information on and any press releases issued by HSBC France can be obtained from the HSBC France website at [www.hsbc.fr](http://www.hsbc.fr).

## DISSOLUTION AND LIQUIDATION OF THE ISSUER

### General

Pursuant to the Issuer Regulations and the Master Receivables Transfer Agreement, the Management Company may decide to initiate the early liquidation of the Issuer in accordance with Article L. 214-43 and R. 214-107 of the French Monetary and Financial Code in the circumstances described below. Except in such circumstances, the Issuer shall be liquidated on the Issuer Liquidation Date.

### Issuer Liquidation Events

The Management Company will be entitled to initiate the liquidation of the Issuer and carry out the corresponding liquidation formalities upon the occurrence of any of the following events as provided under Article R. 214-107 of the French Monetary and Financial Code:

- (a) the liquidation of the Issuer is in the interest of the Unitholders and Noteholders;
- (b) the aggregate Principal Outstanding Balance of the unmatured Transferred Receivables (*créances non échues*) transferred to the Issuer falls below ten (10) per cent of the maximum aggregate Principal Outstanding Balance of the unmatured Transferred Receivables acquired by the Issuer since the Issuer Establishment Date;
- (c) all of the Notes and the Units issued by the Issuer are held by a single holder (not being the Seller) and the liquidation is requested by such holder; or
- (d) all of the Notes and Units issued by the Issuer are held by the Seller and the liquidation is requested by it.

### Liquidation of the Issuer

Pursuant to the Issuer Regulations, upon the occurrence of any of the Issuer Liquidation Events, the Management Company will:

- (a) immediately notify the Seller, with a copy to the Depository, of the occurrence of such Issuer Liquidation Event; and
- (b) propose the Seller to repurchase the remaining outstanding Transferred Receivables (together with the related Ancillary Rights, if any) in accordance with and subject to the provisions set forth below and the provisions of Articles L. 214-43, R. 214-107 and R. 214-109 of the French Monetary and Financial Code.

### Clean-Up Offer

The Management Company will propose to the Seller to repurchase in whole (but not in part) all of the remaining outstanding Transferred Receivables (together with their Ancillary Rights, if any) within a single transaction, for a repurchase price determined in accordance with the provisions below.

The Seller will have the discretionary right to refuse such proposal.

In the event of:

- (a) the Seller's acceptance of the Management Company's offer, the assignment of the remaining outstanding Transferred Receivables will take place on the next relevant Monthly Payment Date following the date of that repurchase offer or such other date agreed between the Management Company, the Depository and the Seller. The Seller will pay the repurchase price on that date by way of wire transfer to the credit of the General Collection Account; or

- (b) the Seller's refusal of the Management Company's offer, the Management Company will use its best endeavours to assign the remaining outstanding Transferred Receivables to a credit institution or such other entity authorised by French law and regulations to acquire the remaining outstanding Transferred Receivables under similar terms and conditions.

***Repurchase Price of the Receivables***

In determining the repurchase price of the remaining outstanding Transferred Receivables hereunder the Management Company will take account of:

- (a) the expected net amount payable in respect of the remaining outstanding Transferred Receivables, together with any interest (if any) accrued thereon; and
- (b) the unallocated credit balance of the Issuer Bank Accounts (except the Commingling Reserve Account and the Additional Income Account),

provided that such repurchase price shall be sufficient so as to allow the Management Company to pay in full all amounts in principal and interest and of any nature whatsoever, due and payable in respect of the outstanding Notes and Units after the payment of all liabilities of the Issuer ranking *pari passu* with or in priority to those amounts in the relevant Priority of Payments, failing which such repurchase shall not take place.

***Liquidation upon Assignment***

The Management Company will liquidate the Issuer upon the assignment of the remaining outstanding Transferred Receivables. Such liquidation is not conditional upon the payment in full of all of the creditors' debts against the Issuer except in respect of the Noteholders and the Unitholder(s) without prejudice to the application of the relevant Priority of Payments.

***Duties of the Management Company***

The Management Company shall be responsible for the liquidation of the Issuer. For this purpose, it shall be vested with the broadest powers to sell all of the assets of the Issuer, to pay any amount due and payable to the creditors of the Issuer, the Noteholders and the Unitholder(s) in accordance with the applicable Priority of Payments, and to distribute any residual sums.

The Issuer Statutory Auditor and the Depository will continue to exercise their functions until completion of the liquidation of the Issuer.

Any liquidation surplus (*boni de liquidation*) will be paid to the Unitholder(s).



## MODIFICATION TO THE TRANSACTION

### General

Any modification to this Prospectus will be made public in a supplement to this Prospectus in accordance with the Luxembourg law dated 10 July 2005 relating to the prospectus for securities which implemented the Prospectus Directive. Such supplement shall be prepared by the Management Company and the Depository.

### Modifications of the Issuer Transaction Documents

#### Issuer Regulations

The Management Company and the Depository, acting in their capacity as founders of the Issuer, may agree to amend or supplement from time to time the provisions of the Issuer Regulations, provided that:

- (a) the Management Company has received prior written confirmation from the Rating Agencies that such amendment or supplement will not result in the downgrading of any of the then current rating assigned to the Offered Notes; and/or
- (b) any amendment to the financial characteristics of any class of Notes issued from time to time by the Issuer, shall require the prior approval of the relevant General Meeting of the Noteholders (see Condition 8 (*Representation of the Class A<sub>1-2007-1</sub> Noteholders*) and Condition 8 (*Representation of the Class B<sub>2007-1</sub> Noteholders*)); and/or
- (c) any amendment to the financial characteristics of the Units issued by the Issuer, shall require the prior consent of the Unitholder(s); and/or
- (d) any amendments to the Issuer Regulations shall be notified to the Noteholders and the Unitholder(s) of all outstanding Notes and Units provided that such amendments shall be, automatically and without any further formalities, enforceable as against such Noteholders and Unitholder(s) within three (3) Business Days after they have been notified thereof (see Condition 9 (*Notices to the Class A<sub>1-2007-1</sub> Noteholders*) and Condition 9 (*Notices to the Class B<sub>2007-1</sub> Noteholders*)).

The Management Company shall provide a copy of any such amendment or supplement to the Rating Agencies. This supplement will be also incorporated in the next management report to be issued by the Management Company acting on behalf of the Issuer.

#### The Servicing Agreement

The provisions of the Servicing Agreement may not be modified or waived unless the Rating Agencies have confirmed that such modification or waiver will not entail the downgrading of the then current rating of the Offered Notes.

## GOVERNING LAW AND SUBMISSION TO JURISDICTION

### **Governing Law**

The Notes (and the Units) are governed by French law.

The Issuer Transaction Documents (other than the Issuer Swap Agreement which is governed by, and shall be construed in accordance with, English law and other than the Data Trust Agreement, the German Account Pledge Agreement and certain provisions of the Master Receivables Transfer Agreement in relation to any transfer or re-transfer of the Receivables and the Ancillary Rights from the Seller to the Issuer which are governed by, and shall be construed in accordance with, German law) are governed by and shall be construed in accordance with French law.

### **Submission to Jurisdiction**

Pursuant to the Issuer Regulations, the Management Company and the Depository have submitted to the exclusive jurisdiction of the commercial courts of Paris, France for all purposes in connection with the Notes.

The parties to the Issuer Transaction Documents (other than the Issuer Swap Agreement which is subject to the jurisdiction of the courts of England and Wales and other than the Data Trust Agreement and the German Account Pledge Agreement which are subject to the non-exclusive jurisdiction of the district court (*Landgericht*) of Frankfurt am Main) have agreed to submit any dispute that may arise in connection with the Issuer Transaction Agreement to the exclusive jurisdiction of the commercial courts of Paris, France.

## GENERAL ACCOUNTING PRINCIPLES

*The accounts of the Issuer will be prepared in accordance with the recommendation no. 2003-09 dated 24 June 2003 of the French Conseil National de la Comptabilité (National Accounting Board).*

### **Transferred Receivables and Income**

The Transferred Receivables shall be recorded on the Issuer's balance sheet at their nominal value. The potential difference between the purchase price and the nominal value of the Transferred Receivables, whether positive or negative, shall be carried in an adjustment account on the asset side of the balance sheet. This difference shall be carried forward on a *pro rata* basis of the amortisation of the Transferred Receivables.

The interest on the Transferred Receivables shall be recorded in the income statement, *pro rata temporis*. The accrued and overdue interest shall appear on the asset side of the balance sheet in an apportioned receivables account.

Delinquencies or defaults on the Transferred Receivables existing as at their purchase date are recorded in an adjustment account on the asset side of the balance sheet. This amount shall be carried forward on a temporary *pro rata* basis over a period of twelve (12) months.

The Transferred Receivables that are accelerated by the Servicer pursuant to the terms and conditions of the Servicing Agreement and in accordance with the Servicing Procedures shall be accounted for as a loss in the account for defaulted assets.

### **Series<sub>2007-1</sub> Notes and Income**

The Series<sub>2007-1</sub> Notes shall be recorded at their nominal value and disclosed separately in the liability side of the balance sheet. Any potential differences, whether positive or negative, between the issuance price and the nominal value of the Series<sub>2007-1</sub> Notes shall be recorded in an adjustment account on the liability side of the balance sheet. These differences shall be carried forward on a *pro rata* basis of the amortisation of the Transferred Receivables.

The interest due with respect to the Series<sub>2007-1</sub> Notes shall be recorded in the income statement *pro rata temporis*. The accrued and overdue interest shall appear on the liability side of the balance sheet in an apportioned liabilities account.

### **Expenses, Fees and Income related to the operation of the Issuer**

The various expenses, fees and income paid to the Depository, the Management Company, the Servicer, the Paying Agents, the Issuer Cash Manager and the Issuer Account Bank shall be recorded, as expenses, in the accounts *pro rata temporis* over the accounting period.

All costs related to the establishment of the Issuer shall be borne by the Seller.

### **Placement Fees**

The placement fees with respect to the Class A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes shall be paid by the Seller in accordance with the terms and conditions of the Underwriting Agreements.

### **Issuer Swap Agreement**

The interest received and paid pursuant to the Issuer Swap Agreement shall be recorded at their net value in the income statement. The accrued interest to be paid or to be received shall be recorded in the income statement *pro rata temporis*. The accrued interest to be paid or to be received shall be recorded, with respect to the Issuer Swap

Agreement, on the liability side of the balance sheet, where applicable, on an apportioned liabilities account (*compte de créances ou de dettes rattachées*).

### **Cash Deposit**

Any cash deposit shall be recorded on the credit of the relevant reserve accounts on the liability side of the balance sheet.

### **Issuer Available Cash**

The income generated by the Authorised Investments shall be recorded in the income statement *pro rata temporis*.

### **Income**

The net income shall be posted to a retained earnings account.

### **Issuer's Liquidation Surplus**

The liquidation surplus (*boni de liquidation*) shall consist of the income arising from the liquidation of the Issuer and the retained earnings.

### **Financial Periods**

Each accounting period of the Issuer shall be 12 months and shall begin on 1<sup>st</sup> January and end on 31<sup>st</sup> December of each calendar year. The first accounting period shall commence on the Issuer Establishment Date and shall end on 31 December 2007.

### **Accounting information in relation to the Issuer**

The accounting information with respect to the Issuer shall be provided by the Management Company, under the supervision of the Depository, in its annual report of activity and half-yearly report of activity, pursuant to the applicable accounting standards as set out in the Issuer Regulations.

The accounts of the Issuer will be subject to certification by the Issuer Statutory Auditor.

## ISSUER FEES

### **Issuer Fees**

In accordance with the Issuer Regulations, the Scheduled Issuer Fees are paid to their respective beneficiaries pursuant to the relevant Priority of Payments. Any tax or cost shall be borne by the Issuer.

Pursuant to the Underwriting Agreements, the Seller has undertaken to pay to the Joint Lead Managers the placement and underwriting fees.

The Issuer may also bear any Additional Issuer Fees in relation to the appointment or designation, from time to time, of any other entities by the Management Company and any exceptional fees duly justified.

### ***Management Company***

In consideration for its obligations with respect to the Issuer, the Management Company shall receive the following fees (taxes included), on each Monthly Payment Date, in accordance with and subject to the Priority of Payments:

- (a) €82,000 per annum as long as the Outstanding Balance of the Transferred Receivables is less than or equal to €1.5 billion;
- (b) 0.01% of the positive difference between the Outstanding Amount of Transferred Receivables and 1.5 billion;
- (c) a management commission relating to the collections of €6,000; and
- (d) a receivables selection commission of €12,000.

The above fees payable to the Management Company do not include the fees payable by the Management Company to the Issuer Statutory Auditor as set out below.

A liquidation fee equal to €10,000 will be also paid to the Management Company on the Issuer Liquidation Date.

### ***Depository***

In consideration for its obligations with respect to the Issuer, the Depository shall receive a flat fee of €5,000 (taxes excluded) per annum.

### ***Servicer***

In consideration for its obligations with respect to the Issuer, the Servicer shall receive, on each Monthly Payment Date, a fee (taxes included) equal 0.50 per cent. per annum of the Principal Outstanding Balance of the Transferred Receivables as of the Cut-Off Date relating to the relevant Monthly Payment Date.

### ***Issuer Account Bank and Issuer Cash Manager***

In consideration for its obligations with respect to the Issuer, the Issuer Account Bank and the Issuer Cash Manager shall receive, on each Monthly Payment Date falling in January, April, July and October, a flat fee equal to €2,250 (excluding VAT and other taxes).

### ***Paying Agents and Luxembourg Listing Agent***

- (a) the Principal Paying Agent shall receive a fee of:
  - (i) €1,500 per annum, with the first payment due and payable on the Closing Date and on each anniversary of the Closing Date thereafter; and

- (ii) with respect to each Class of Notes, and for each event (payment of coupon and payment of principal), €150 on each Monthly Payment Date;
- (b) the Luxembourg Paying Agent and the Luxembourg Listing Agent, shall receive a one time up-front fee of €1,000 payable to them on the Closing Date and shall be reimbursed of the fees payable to the Luxembourg Stock Exchange in relation to the Listed Notes, including out of pocket expenses and publication costs.

The fees owed to the Paying Agents shall be paid by the Issuer Account Bank acting on behalf of the Issuer in accordance with the applicable Priority of Payments.

#### ***Class R Notes Paying Agent***

- (a) the Class R Notes Principal Paying Agent, shall receive, with respect to each Series of Class R Notes, and for each event (payment of coupon and payment of principal), a fee of €150 on each Monthly Payment Date;
- (b) the Class R Notes Luxembourg Paying Agent and the Luxembourg Listing Agent, shall receive a fee of:
  - (i) with respect to each Series of Class R Notes issued on or about the Closing Date, €250 per Series issued, on the first Monthly Payment Date following the Closing Date; and
  - (ii) €1,000 payable on each annual update of the Class R Notes Issuance Programme Prospectus,

and shall be reimbursed of the fees payable to the Luxembourg Stock Exchange in relation to the Class R Notes and to the annual update of the Class R Notes Issuance Programme Prospectus, including out of pocket expenses and publication costs.

The fees owed to the Class R Notes Paying Agents shall be paid by the Issuer Account Bank acting on behalf of the Issuer in accordance with the applicable Priority of Payments.

#### ***Issuer Swap Counterparty***

The payments made to the Issuer Swap Counterparty are included in the Fixed Amounts due to be paid on the relevant Monthly Payment Dates.

#### ***Issuer Stand-by Swap Provider***

The Issuer Stand-by Swap Provider shall receive, on each Monthly Payment Date, an amount equal to the product of:

- (a) 0.0085 per cent.;
- (b) the notional amount under the relevant Issuer Swap Agreement; and
- (c) the number of days in the relevant Swap Period divided by 360.

#### ***Data Trustee***

The Data Trustee will receive a upfront fee in 2007 of € 7,000 for 2007 and then a fee of € 3,000 per annum up to the Liquidation Date.

#### ***Issuer Statutory Auditor***

The Issuer Statutory Auditor will receive directly from the Management Company a flat fee equal to €5,000 (taxes excluded) per annum.

#### ***Rating Agencies***

The Rating Agencies will receive a fee of €17,500 (excluding VAT) each calendar year.

### **Priority of Payments of the Issuer Fees**

The Management Company will pay all amounts due and payable from time to time by the Issuer to all its creditors in accordance with the applicable Priority of Payments. Within the order of priority assigned thereby to their payment, the Issuer Fees shall be paid to the relevant organs of the Issuer in the following order of priority:

- (a) in no order *inter se* but *pari passu*: the Scheduled Issuer Fees; and
- (b) in no order *inter se* but *pari passu*: the Additional Issuer Fees, if any.

All deferred amounts regarding the above Issuer Fees, will be paid to their respective creditors at the next Monthly Payment Date, according to the same orders of priority, provided that any deferred Issuer Fees shall not bear interest.

## INFORMATION RELATING TO THE ISSUER

### Annual Information

Within four (4) months following the end of each financial year, the Management Company shall prepare, under the supervision of the Depository and in accordance with the then current and applicable accounting rules and practices, an annual activity report in relation to such financial year containing:

- (a) the following accounting documents:
  - (i) the inventory of the assets of the Issuer, including:
    - (aa) the inventory of the Transferred Receivables; and
    - (bb) the amount and the distribution of the Issuer Available Cash; and
  - (ii) the annual accounts and the schedules referred to in the recommendation of the French *Conseil National de la Comptabilité* (National Accounting Board) and, as the case may be, a detailed report on the debts of the Issuer and the guarantees it has received during the same period of time;
- (b) a management report consisting of:
  - (i) the nature, amount and proportion of all fees and expenses born by the Issuer during the relevant financial year;
  - (ii) the certified level during the relevant financial year of temporarily available sums and the sums pending allocation as compared to the assets of the Issuer;
  - (iii) the description of the transactions carried out on behalf of the Issuer during the relevant financial year;
  - (iv) information relating to the Transferred Receivables and the Series and Classes of Notes issued by the Issuer;
  - (v) more generally, any information required in order to comply with the AMF General Regulations.
- (c) any change made to the rating documents in relation to the Offered Notes and to the main features of this Prospectus and any event which may have an impact on the Notes and/or Units issued by the Issuer; and
- (d) any information required, as the case may be, by the laws and regulations in force.

The Issuer Statutory Auditor shall certify the annual accounts and verify the information contained in the annual activity report.

### Interim Information

No later than three (3) months following the end of the first half-yearly financial period, the Management Company shall prepare, under the supervision of the Depository and in accordance with the then current and applicable accounting rules and practices, an interim report in relation to the said period containing:

- (a) financial information in relation to the Issuer with a notice indicating a limited review by the statutory auditor;
- (b) an interim management report containing the information described in the Issuer Regulations; and



- (c) any modification to the rating documents in relation of the Offered Notes, to the main features of this Prospectus and any event which may have an impact on the Notes and/or Units issued by the Issuer.

### **Additional Information**

The Management Company will prepare each month the Issuer Management Report each month containing, *inter alia*, information relating to the performance of the Transferred Receivables, which will be based on the information contained in each Monthly Report.

The Management Company will publish on its Internet site ([www.eurotitrisation.com](http://www.eurotitrisation.com)), or through any other means that it deems appropriate, any information regarding the Seller, the Servicer, the Transferred Receivables, the Offered Notes and the management of the Issuer which it considers significant in order to ensure adequate and accurate information for the Noteholders.

The Management Company will publish under its responsibility any additional information as often as it deems appropriate according to the circumstances affecting the Issuer.

### **Availability of Information**

The by-laws (*statuts*) of the Management Company and of the Depository, the annual report, the interim report and all other documents prepared and published by the Issuer shall be provided by the Management Company to the Noteholders who request such information and made available to the Noteholders at the premises of the Depository, the Paying Agents and the Luxembourg Listing Agent.

Any Noteholder may obtain free of cost from the Management Company and the Depository, as soon as they are published, the management reports describing their respective activity.

The above information shall be released by mail. Such information will also be provided to the Rating Agencies and the Luxembourg Stock Exchange.

Furthermore, the Management Company shall provide the Rating Agencies with copies of all reports and data in electronic form as may be agreed between the Management Company and the Rating Agencies from time to time.

## UNDERWRITING OF THE OFFERED NOTES

### Summary of the Underwriting Agreements

#### *Class A<sub>1-2007-1</sub> Notes Underwriting Agreement*

Subject to the terms and conditions set forth in the underwriting agreement for the Class A<sub>1-2007-1</sub> Notes dated 28 September 2007 (the “**Class A<sub>1-2007-1</sub> Notes Underwriting Agreement**”), entered into between Citigroup Global Markets Limited and HSBC France (the “**Joint Lead Managers**”), the Seller, the Management Company and the Depository, the Joint Lead Managers have, subject to certain conditions precedent, severally but not jointly, agreed to underwrite the principal amount of the Class A<sub>1-2007-1</sub> Notes at 100 per cent. of their respective initial principal amount outstanding.

#### *Class B<sub>2007-1</sub> Notes Underwriting Agreement*

Subject to the terms and conditions set forth in the underwriting agreement for the Class B<sub>2007-1</sub> Notes dated 28 September 2007 (the “**Class B<sub>2007-1</sub> Notes Underwriting Agreement**”), entered into between the Joint Lead Managers, the Seller, the Management Company and the Depository, the Joint Lead Managers, subject to certain conditions precedent, severally but not jointly, agreed to underwrite the principal amount of the Class B<sub>2007-1</sub> Notes at 100 per cent. of their respective initial principal amount outstanding.

### Various Types of Stabilisation Transactions

In connection with the issue of the Offered Notes, Citigroup Global Markets Limited and HSBC France (in this capacity the “**Stabilising Managers**”, or any person acting for the Stabilising Managers may over-allot (provided that the aggregate principal amount of the Offered Notes allotted does not exceed 105 per cent. of the aggregate principal amount of the Offered Notes) or effect transactions with a view to supporting the market price of the Offered Notes (or any class of them) at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Managers (or any agent of the Stabilising Managers) will undertake stabilisation action. Any stabilisation action may begin on or after the Issue Date and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the Offered Notes and 60 days after the date of the allotment of the Offered Notes. Such stabilisation action shall be conducted in accordance with all applicable laws and regulations. Any loss or profit sustained as a consequence of any such over-allotment or stabilisation shall be for the account of the Stabilising Managers.

### Short Positions Which May Affect the Market Price of the Offered Notes

Specifically, the Stabilising Managers may over-allot the offering, creating a short position. In addition, the Stabilising Managers may bid for and purchase the Offered Notes on the open market to cover a short position or to stabilize the price of the Offered Notes. Any of these activities may stabilise or maintain the market price of the Offered Notes above independent market levels. The Stabilising Managers will not be required to engage in these activities, and may end any of these activities at any time at its sole discretion and without notice.

Neither the Issuer, the Management Company, the Depository nor the Stabilising Managers makes any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of the Offered Notes. In addition, neither the Issuer, the Management Company, the Depository nor the Stabilising Managers makes any representation that the Stabilising Managers will engage in any such transactions or that such transactions, once commenced, will not be discontinued without notice. Such transactions will be carried out in accordance with applicable laws and regulations.

## PLAN OF DISTRIBUTION, SELLING AND TRANSFER RESTRICTIONS

### General Restrictions

Other than the approval of this Prospectus as a prospectus by the *Commission de Surveillance du Secteur Financier*, no action has been taken to permit a public offering of the Offered Notes or the distribution of this Prospectus in any jurisdiction where action for that purpose is required. Except in the case of the private placement of the Offered Notes with (i) qualified investors as defined by article L. 411-2 and article D. 411-1 of the French Monetary and Financial Code and (ii) investors resident outside France, and except for an application for listing of the Offered Notes on the Luxembourg Stock Exchange, no action has been or will be taken by the Management Company, the Depository and the Joint Lead Managers that would, or would be intended to, permit a public offering of the Offered Notes in any country or any jurisdiction where listing is subject to prior application. Accordingly, the Offered Notes may not be offered or sold, directly or indirectly, and neither this Prospectus nor any other offering material or advertisement in connection with the Offered Notes may be distributed or published in or from any country or jurisdiction, except under circumstances that will result in compliance with any applicable rules and regulations of any such country or jurisdiction.

Each Joint Lead Manager has undertaken that it will not, directly or indirectly, offer or sell any Notes 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 Offered Notes 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 by it will be made on the same terms.

Each Joint Lead Manager has also agreed that it will obtain any consent, approval or permission which is, to the best of its knowledge and belief, required for the offer, purchase or sale by it of the Offered Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such offers, purchases or sales and it will, to the best of its knowledge and belief, comply with all such laws and regulations.

### European Economic Area

In relation to each member state of the European Economic Area which has implemented the Prospectus Directive (each a “**Relevant Member State**”), the Joint Lead Managers have represented and agreed, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”) it has not made and will not make an offer of Offered Notes to the public (in circumstances in which the denomination relating to such offer is less than €50,000,000 (or its equivalent in any other currency as at the date of issue of the Offered Notes)) in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of Offered Notes to the public in that Relevant Member State:

- (i) to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;
- (ii) to any legal entity which has two or more of (a) an average of at least 250 employees during the last financial year, (b) a total balance sheet of more than €43,000,000 and (c) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts; or
- (iii) in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer of Offered Notes to the public” in relation to any Offered Notes in any Relevant Member State means the communication in any form and by any means of sufficient

information on the terms of the offer and the Offered Notes to be offered so as to enable an investor to decide to purchase or subscribe the Offered Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, and the expression “Prospectus Directive” means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

#### ***Class A<sub>1-2007-1</sub> Notes***

Under the Class A<sub>1-2007-1</sub> Notes Underwriting Agreement and in connection with the initial distribution of the Class A<sub>1-2007-1</sub> Notes, each Joint Lead Manager has represented and agreed that (i) it has not offered, sold or otherwise transferred and will not offer, sell or otherwise transfer, directly, or indirectly, the Class A<sub>1-2007-1</sub> Notes to the public in the Republic of France and (ii) that offers, sales and transfers of the Class A<sub>1-2007-1</sub> Notes in the Republic of France will be made only to qualified investors (*investisseurs qualifiés*) and/or to a restricted circle of investors (*cercle restreint d'investisseurs*), provided that such investors are acting for their own account and/or to persons providing portfolio management financial services (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*), all as defined and in accordance with Article L. 411-2 and Article D. 411-2 of the French Monetary and Financial Code and (iii) it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, this Prospectus or any other offering material relating to the Class A<sub>1-2007-1</sub> Notes other than to investors to whom offers and sales of Class A Notes in France may be made as described above. In accordance with the provisions of Article L. 214-44 of the French Financial and Monetary Code, the Class A<sub>1-2007-1</sub> Notes issued by the Issuer may not be sold by way of brokerage (*démarchage*).

#### ***Class B<sub>2007-1</sub> Notes***

Under the Class B<sub>2007-1</sub> Notes Underwriting Agreement and in connection with the initial distribution of the Class B<sub>2007-1</sub> Notes, each Joint Lead Manager has represented and agreed that (i) it has not offered, sold or otherwise transferred and will not offer, sell or otherwise transfer, directly, or indirectly, the Class B<sub>2007-1</sub> Notes to the public in the Republic of France and (ii) that offers, sales and transfers of the Class B<sub>2007-1</sub> Notes in the Republic of France will be made only to qualified investors (*investisseurs qualifiés*) and/or to a restricted circle of investors (*cercle restreint d'investisseurs*), provided that such investors are acting for their own account and/or to persons providing portfolio management financial services (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*), all as defined and in accordance with Article L. 411-2 and Article D. 411-2 of the French Monetary and Financial Code and (iii) it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, this Prospectus or any other offering material relating to the Class B<sub>2007-1</sub> Notes other than to investors to whom offers and sales of Class B<sub>2007-1</sub> Notes in France may be made as described above. In accordance with the provisions of Article L. 214-44 of the French Financial and Monetary Code, the Class B<sub>2007-1</sub> Notes issued by the Issuer may not be sold by way of brokerage (*démarchage*).

**Pursuant to article R. 214-96 of the French Monetary and Financial Code, only (i) qualified investors (*investisseurs qualifiés*) within the meaning of article L. 411-2 and article D. 411-1 of the French Monetary and Financial Code, (ii) investors resident outside France, (iii) the Seller are authorised to subscribe for the Class B<sub>2007-1</sub> Notes or (iv) the entities referred to in paragraph 4° of Article R. 214-97 of the French Monetary and Financial Code.**

**The list of the classes of investors who are classified as being qualified investors is contained in article D. 411-1 of the French Monetary and Financial Code.**

#### **United States of America**

The Offered Notes have not been and will not be registered under the United States 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 (as defined in Regulation S under the Securities Act) except to the extent permitted by the Underwriting Agreements.

Each Joint Lead Manager has agreed that it will not offer, sell or deliver the Offered Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Issue Date within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Offered Notes during the restricted period a confirmation of or other notice setting forth the restrictions on offers and sales of the Offered Notes within the United States or to, or for the account or benefit of, U.S. persons.

## **United Kingdom**

Each Joint Lead Manager has represented and agreed that:

- (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any 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 Offered Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer;
- (ii) it has complied and will comply with all applicable provision of the FSMA with respect to anything done by it in relation to the Offered Notes in, from or otherwise involving the United Kingdom.

## **Germany**

The Joint Lead Managers have agreed not to offer or sell Offered Notes in the Federal Republic of Germany other than in compliance with the Securities Prospectus Act (*Wertpapierprospektgesetz*) as of 22 June 2005 implementing Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003, and the German Securities Sales Prospectus Act (*Wertpapier Verkaufprospektgesetz*), or any other laws applicable in the Federal Republic of Germany governing the issue, offering and sale of securities.

## **Austria**

Each Joint Lead Manager has acknowledged and represented that no action has or will be taken by them which would constitute a public offering (*öffentliches Angebot*) in Austria within the meaning of the Austrian Capital Market Act (*Kapitalmarktgesetz*), except that the Offered Notes may be offered pursuant to an exemption from the requirement to publish a prospectus in accordance with the Austrian Capital Market Act. Accordingly, the Joint Lead Managers have agreed that the Offered Notes may not be offered, sold or delivered by them and neither this Prospectus nor any other offering material relating to the Offered Notes of any Class will be distributed or made available by them to the public in Austria in a manner constituting a public offering of the Offered Notes with the meaning of the Austrian Capital Market Act. Individual sales of the Offered Notes of any Class to any person in Austria may only be made in accordance with the Austrian Capital Market Act provided that no such offer shall result in the requirement for the publication of a prospectus pursuant to the Austrian Capital Market Act, and in accordance with Austrian tax and other applicable laws and regulations.

## **Belgium**

Each Joint Lead Manager has acknowledged that this offering does not constitute a public offering in Belgium. The offer may not be advertised and the Offered Notes may not be offered or sold, and this Prospectus or any other offering material relating to the Offered Notes may not be distributed, directly or indirectly, to any persons in Belgium other than to (i) qualified investors as defined in Article 10 of the Act of 16 June 2006 on public offerings of investment instruments and the admission of investment instruments to trading on a regulated market (the “Prospectus Act”) and any implementing royal decree, or (ii) other investors in circumstances which do not require the publication by the Issuer of a prospectus, information circular, brochure or similar document pursuant to Article 3 of the Prospectus Act. The offering has not been and will not be notified to, and this document or any other

offering material relating to the Offered Notes has not been and will not be approved by, the Belgian Banking, Finance and Insurance Commission (“*Commission bancaire, financière et des assurances/Commissie voor het Bank-, Financie- en Assurantiewezen*”). Any representation to the contrary is unlawful.

## **Ireland**

Each Joint Lead Manager has represented and agreed that:

- (a) it has not offered and will not offer or sell any Offered Notes other than in compliance with the provisions of the Market Abuse Directive (Directive 2003/6/EC) Regulations 2005 of Ireland, the Prospectus Directive and implementing measures in Ireland and the Companies Acts 1963 to 2006 of Ireland and every other enactment which is to be read together with any of those Acts;
- (b) either (i) it has complied and will comply with all applicable provisions of the Investment Intermediaries Acts 1995 to 2000 of Ireland (as amended) including, without limitation, Sections 9 and 23 (including advertising restrictions made thereunder) thereof and the codes of conduct made under Section 37 thereof, or (ii) it is acting under the terms of an authorisation granted to it for the purposes of EU Council Directive 2000/12/EC of 20 March 2000 and it has complied with any codes of conduct or practice made under Section 117(1) of the Central Bank Act, 1989 of Ireland (as amended), in each case with respect to anything done by it in relation to the Offered Notes if operating in, or otherwise involving, Ireland; and

in connection with offers or sales of Offered Notes it has only issued or passed on, and will only issue or pass on, in Ireland, any document received by it in connection with the issue of such Offered Notes to persons who are persons to whom the documents may otherwise lawfully be issued or passed on.

## **Italy**

Each Joint Lead Manager has represented and agreed that it has not made and will not make an offer of the Offered Notes which are the subject of the offering contemplated by this Prospectus to the public in the Republic of Italy (“**Italy**”) other than:

- (a) to professional investors (*investitori qualificati*) as defined pursuant to Article 100, paragraph 1(a), of Legislative Decree No 58, 24 February 1998 (the “**Financial Services Act**”) as amended and restated from time to time; or
- (b) in any other circumstances provided under Article 100, paragraph 1, of the Financial Services Act and under Article 33, paragraph 1, of CONSOB Regulation No 11971, 14 May 1999, as amended, where exemptions from the requirement to publish a prospectus pursuant to Article 94 of the Financial Services Act are provided.

For the purposes of this provision, the expression "offer of the Offered Notes to the public" in Italy means the communication in any form and by any means of sufficient information on the terms of the offer and the Offered Notes to be offered so as to enable an investor to decide to purchase or subscribe the Offered Notes, including the placement through authorised intermediaries.

Any investor purchasing the Offered Notes is solely responsible for ensuring that any offer or resale of the Offered Notes by such investor occurs in compliance with applicable Italian laws and regulations. The Offered Notes and the information contained in this Prospectus are intended only for the use of its recipient.

No person resident or located in Italy other than the original recipients of this Prospectus may rely on it or its content.

Moreover, and subject to the foregoing, each Joint Lead Manager has acknowledged that any offer, sale or delivery of the Offered Notes or distribution of copies of this document or any other document relating to the Offered Notes in Italy under (a) or (b) above must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Financial Services Act, Legislative Decree No. 385 of 1 September 1993 (the so-called “**Banking Act**”), CONSOB regulation No. 11522, 1 July 1998, all as amended;
- (ii) in compliance with the so-called subsequent notification to the Bank of Italy, pursuant to Article 129 of the Banking Act, if applicable, and
- (iii) in compliance with any other applicable laws and regulations including any relevant limitations which may be imposed by CONSOB.

## **Japan**

The Offered Notes have not been, and will not be, registered in Japan under the Securities and Exchange Law of Japan (Law No. 25 of 1948 as amended) and neither the Offered Notes nor any interest therein will be offered, sold, resold or otherwise transferred directly or indirectly, in Japan or to or for the account of any resident of Japan except where all the Offered Notes acquired by the relevant Noteholders are sold or transferred to one person in whole but not in part. For these purposes, “resident of Japan” has the meaning defined in Article 6, paragraph 1, sub-paragraph 5 of the Foreign Exchange and Foreign Trade Law of Japan (Law No. 228 of 1949 as amended). The Offered Notes are issued outside Japan and may not be offered, directly or indirectly, to the public therein and no offering material may be distributed to the public in Japan.

## **No Assurance as to Resale Price or Resale Liquidity for the Offered Notes**

The Offered Notes are a new issue of securities for which there is currently no established trading market. A liquid or active market for the Offered Notes may not develop or continue. If an active market for the Offered Notes does not develop or continue, the market price and liquidity of the Offered Notes may be adversely affected. The Offered Notes may trade at a discount from their initial offering price, depending on prevailing interest rate, the market for similar securities, the performance of the Issuer and its assets and other factors. The Joint Lead Managers have advised the Management Company and the Depository that they may intend to make a market in the Offered Notes, as permitted by applicable laws and regulations, but it is not obligated to do so and may discontinue market trading at any time without notice. Accordingly, no assurance can be given as to the liquidity of the trading market for the Offered Notes.

## **Investor Compliance - Legal Investment Considerations**

No representation is made by the Management Company, the Depository or the Joint Lead Managers as to the proper characterisation that the Offered Notes are or may be given for legal, tax, accounting, capital adequacy treatment or other purposes or as to the ability of particular investors to purchase the Offered Notes under or in accordance of any applicable legal and regulatory (or other) provisions in any jurisdiction where the Offered Notes would be subscribed or the Joint Lead Managers acquired by any investor and none of the Management Company, the Depository and the Joint Lead Managers has given any undertaking as to the ability of investors established in any jurisdiction to subscribe to, or acquire, the Offered Notes. Accordingly, all institutions whose investment activities are subject to legal investments laws and regulations, regulatory capital requirements, capital adequacy rules or review by regulatory authorities should make their own judgement in determining whether and to what extent the Offered Notes constitute legal investments or are subject to investment, capital or other restrictions. Such considerations might restrict, if applicable, the market liquidity of the Offered Notes.

## GENERAL INFORMATION

### 1. Establishment of the Issuer

The Issuer will be established on the Issuer Establishment Date. It is expected that the Issuer will be established on 9 October 2007 with the issue of the Series<sub>2007-1</sub> Notes and the Units and the purchase of the initial portfolio of Eligible Receivables and their Ancillary Rights. No authorisation of the Issuer is required under French law for the issuance of the Series<sub>2007-1</sub> Notes and the Units. The creation and issuance of the Series<sub>2007-1</sub> Notes will be made in accordance with laws and regulations applicable to *fonds communs de créances*. There has been no material adverse change in the audited financial statements of the Management Company or the Depository since 30 June 2007 that is material in the context of the issuance of the Series<sub>2007-1</sub> Notes.

### 2. Filings and approval of the *Commission de Surveillance du Secteur Financier*

For the purpose of the listing of the Offered Notes on the Luxembourg Stock Exchange this Prospectus has been approved by the *Commission de Surveillance du Secteur Financier* in Luxembourg.

### 3. Ratings of the Offered Notes

It is a condition of the issuance of the Offered Notes that (i) the Class A<sub>1-2007-1</sub> Notes are assigned a rating of “Aaa” by Moody’s and a rating of “AAA” by S&P and (ii) the Class B<sub>2007-1</sub> Notes are assigned a rating of “Aa3” by Moody’s and a rating of “A” by S&P.

### 5. Clearing Systems – Clearing Codes – ISIN Numbers

The Class A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes have been accepted for clearance through the Clearing Systems. The Common Code and the International Securities Identification Number (ISIN) in respect of each Class of Notes are as follows:

	Common Codes	ISIN
Class A <sub>1-2007-1</sub> Notes	032329136	FR0010525022
Class B <sub>2007-1</sub> Notes	032329373	FR0010525030

The address of Clearstream Banking is 42 avenue John Fitzgerald Kennedy, L- 1855 Luxembourg, Grand-Duchy of Luxembourg and the address of Euroclear France is 155, rue Réaumur, 75081 Paris Cedex 02 France.

### 6. Documents available

This Prospectus shall be made available free of charge at the respective head offices of the Management Company, the Depository, the Joint Lead Managers and the Paying Agents. Copies of the Issuer Regulations shall be made available for inspection of the investors, the Class A<sub>1-2007-1</sub> Noteholders and the Class B<sub>2007-1</sub> Noteholders at the respective head offices of the Management Company and the Depository (the addresses of which are specified on the last page of this Prospectus). This Prospectus will be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

### 7. Statutory Auditors to the Issuer

Pursuant to article L. 214-48-VI of the French Monetary and Financial Code, the Issuer Statutory Auditors (Deloitte & Associés) have been appointed by the board of directors of the Management Company with the prior approval of the Financial Markets Authority. Under the applicable laws and regulations, the statutory auditors shall establish the accounting documents relating to the Issuer. Deloitte & Associés are



regulated by the *Haut Conseil du Commissariat aux Comptes* and are duly authorised as *Commissaires aux comptes*.

The Issuer has not commenced operations and therefore no financial statements of the Issuer have been prepared.

**8. No litigation**

Save as disclosed in this Prospectus, there have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Management Company or the Depository are aware), during the period covering at least the twelve months prior to the date of this Prospectus which may have significant effects in the context of the issue of the Offered Notes.

**9. Legal opinions**

Certain legal matters of French law will be passed upon for HSBC France, Citigroup Global Markets Limited, the Joint Lead Managers, the Management Company and the Depository by Linklaters LLP, 25, rue de Marignan, 75008 Paris, France, legal advisers to the Arrangers and the Joint Lead Managers as to French law. Certain legal matters of German law will be passed upon for HSBC France, Citigroup Global Markets Limited the Management Company and the Depository by Linklaters LLP, Mainzer Landstrasse 16, 60325 Frankfurt am Main, Germany, legal advisers to the Arrangers and the Joint Lead Managers as to German law. Certain legal matters of French law will be passed upon for RCI Banque by Orrick, 25, boulevard de l'Amiral Bruix, 75116 Paris, France, legal advisers to the Seller as to French law.

**10. Paying Agents**

The Principal Paying Agent is Société Générale, at 29, boulevard Haussmann, 75008 Paris, France.

The Luxembourg Paying Agent is Société Générale Bank & Trust, at 11, avenue Emile Reuter, L2420 Luxembourg, BP 1271, Grand Duchy of Luxembourg.

**11. Notices**

For so long as any of the Offered Notes are listed on the Luxembourg Stock Exchange and the rules of that exchange so require notices in respect of the Offered Notes will be published in a leading daily economic and financial newspaper having general circulation in Luxembourg (which is expected to be the *d'Wort*). Notices can also be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

**12. Third Party Information**

Information contained in this Prospectus which is sourced from a third party has been accurately reproduced and, as far as the Management Company and the Depository are aware and are able to ascertain from information published by the relevant third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. The Management Company and the Depository have also identified the source(s) of such information.

**13. Euribor**

Historical information on Euribor rates may be found on [www.euribor.org](http://www.euribor.org).

**14. European Union Directive on Taxation of Savings Income**

On 3 June 2003, the European Union has adopted a directive 2003/48/EC regarding the taxation of savings income in the form of interest payments (the “**Directive**”). The Directive requires Member States to provide to the tax authorities of other Member States details of payments of interest and other

similar income paid by a person to an individual in another Member State, except that Belgium, Luxembourg and Austria will instead impose a withholding system for a transitional period unless during such period they elect otherwise.

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of tax were to be withheld from that payment, neither the Issuer nor the Paying Agents nor any other person would be obliged to pay additional amounts with respect to any Offered Note as a result of the imposition of such withholding tax. If a withholding tax is imposed on payment made by the Paying Agents, the Issuer will be required to maintain a Paying Agent in a Member State that will not be obliged to withhold or deduct tax pursuant to the Directive.

**15. Publication**

Copies of this Prospectus shall be available on the website of the Management Company ([www.eurotitrisation.com](http://www.eurotitrisation.com)) and on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

**16. No other application**

No application has been made for the notification of a certificate of approval released to any other competent authority pursuant to Article 18 of the Prospectus Directive, such notification may however be made at the request of the Management Company and the Depository to any other competent authority of any other Member State of the EEA.

## INDEX OF APPENDICES

<b>Appendix I</b>	<b>Glossary</b>
<b>Appendix II</b>	<b>Ratings of the Offered Notes</b>
<b>Appendix III</b>	<b>Moody's Rating Letter</b>
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## Appendix I - Glossary

“**Accelerated Amortisation Event**” has the meaning ascribed to it in section “OPERATION OF THE ISSUER – Accelerated Amortisation Events”;

“**Accelerated Amortisation Period**” has the meaning ascribed to it in section “OPERATION OF THE ISSUER – Accelerated Amortisation Period”;

“**Acceptance**” means any acceptance of a Transfer Offer delivered by the Management Company to the Seller, in accordance with the terms of the Master Receivables Transfer Agreement;

“**Account and Cash Management Agreement**” means the account and cash management agreement entered into on or before the Issuer Establishment Date between the Management Company, the Depository, the Issuer Account Bank and the Issuer Cash Manager, as amended from time to time;

“**Account Holders**” means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers (*entreprise habilitée à la tenue de compte-titres*) and includes the depository banks for Euroclear and Clearstream, Luxembourg;

“**Additional Issuer Fees**” means the fees due and payable to any entities, which may be appointed or designated by the Management Company in accordance with the provisions of the Issuer Regulations (for the avoidance of doubt this shall not include the fees of any back-up servicer), and any other exceptional fees, duly justified;

“**Additional Income**” means the Subsidised Interest;

“**Additional Income Account**” means the bank account opened by the Management Company, acting for and on behalf of the Issuer, with the Issuer Account Bank on which the Additional Income is deposited;

“**Additional Income Cash Collateral**” means the cash deposited by the Seller by way of a *remise d'espèces à titre de garantie* pursuant to Article L. 431-7 of the French Monetary and Financial Code and credited to the Additional Income Account, on each relevant Transfer Date, in order to secure the obligations of the Seller to pay the Subsidised Interest Instalment Amounts to the Issuer;

“**Additional Income Cash Collateral Agreement**” means the cash collateral agreement executed on or before the Issuer Establishment Date between the Seller, the Management Company and the Depository, pursuant to which the Seller has agreed to make the Additional Income Cash Collateral with the Issuer as security for its obligations to pay the Subsidised Interest Instalment Amounts to the Issuer, as amended from time to time;

“**Affected Receivable**” means any Transferred Receivable in respect of which any representation made and warranty given by the Seller was false or incorrect on the date on which it was made or given;

“**Amortisation Period**” has the meaning ascribed to it in section “OPERATION OF THE ISSUER – Amortisation Period”;

“**Amortisation Starting Date**” means any Class A <sub>i-200xx-y</sub> Notes Amortisation Starting Date;

“**Amount Due**” means, on any date, with respect to each Receivable:

- (a) the corresponding Principal Outstanding Balance as at such date; plus
- (b) any accrued interest outstanding and any other amounts outstanding of principal, interest, , expenses and accessories as at such date;

“**Ancillary Rights**” means the rights securing a Receivable;

- (a) transfer of (security) title (*Sicherungsübereignung*) to the Vehicle for any claims owed under the relevant Auto Loan Agreement by the relevant Borrower;
- (b) an assignment by way of security (*Sicherungsabtretung*) of (i) claims against property insurers (*Kaskoversicherung*) taken with respect to the relevant specified Vehicle and (ii) damage compensation claims based on contracts and torts against the respective Borrower or against third parties (including insurers) due to damage to, or loss of, the Vehicle (if any);
- (c) an assignment by way of security (*Sicherungsabtretung*) of salary claims, present and future, as well as claims, present and future, under an accident insurance and a pension insurance to the extent such claims are subject to execution (if any);
- (d) an assignment by way of security (*Sicherungsabtretung*) of any claims under further guarantees, residual debt insurance (*Restschuldversicherungen*), GAP insurances, other claims against insurance companies (to the extent not covered by (b) above) or other third persons assigned to the Seller in accordance with the relevant Auto Loan Agreement and any other agreements or arrangements of whatever character from time to time supporting or securing payment of the relevant Receivable;
- (e) an assignment of all other existing and future claims and rights under, pursuant to, or in connection with the relevant Receivable and the underlying Auto Loan Agreement, including, but not limited to:
  - (i) other related ancillary rights and claims, including but not limited to, independent unilateral rights (*selbständige Gestaltungsrechte*) as well as dependent unilateral rights (*unselbständige Gestaltungsrechte*) by the exercise of which the relevant Auto Loan Agreement is altered, in particular the right of termination (*Recht zur Kündigung*), if any, and the right of rescission (*Recht zum Rücktritt*), but which are not of a personal nature (without prejudice to the assignment of ancillary rights and claims pursuant to Section 401 of the German Civil Code);
  - (ii) all claims of the Seller against a Borrower pursuant to the general terms and conditions of the Seller;
  - (iii) claims for the provision of collateral;
  - (iv) indemnity claims for non-performance;
  - (v) restitution claims (*Bereicherungsansprüche*) against the relevant Borrower in the event the underlying Auto Loan Agreement is void; and
  - (vi) all other payment claims under a relevant Auto Loan Agreement against a relevant Borrower;
- (f) an assignment of any subsidised interest payment claims of the Seller against Renault Group or Nissan Group or any Car Seller, as applicable, in connection with subsidised Auto Loans;

“**Anticipated Amortisation Event**” means the occurrence of any of the following events:

- (a) for each of three (3) consecutive Monthly Payment Dates, the Residual Replenishment Basis on such date exceeds ten (10) per cent. of the Outstanding Amount of the Notes on such date, after giving effect to any distributions to be made on such date; or
- (b) the occurrence of a Replenishment Termination Event, which is not an Accelerated Amortisation Event;

“**Authorised Investments**” means the investments referred to in “CASH MANAGEMENT AND INVESTMENT RULES – Authorised Investments”;

“**Auto Loan**” means, in respect of an Auto Loan Agreement, the loan (*Darlehen*) granted by the Seller to the relevant Borrower under such Auto Loan Agreement;

“**Auto Loan Agreement**” means the loan agreement (*Darlehensvertrag*), in the form of the relevant form of contracts prepared by the Seller, entered into between the Seller and a Borrower, pursuant to which the Seller has granted a loan to the Borrower for the purposes of financing (a) the purchase of a New Car or a Used Car and, as the case may be, (b) the Insurance Premium, being subject to the applicable provisions of German Consumer Credit Legislation and/or the applicable provisions of the German Civil Code;

“**Auto Loan Effective Date**” means the date on which an Auto Loan Agreement is recorded in the Seller's information systems and interest starts to accrue on such Auto Loan;

“**Auto Loan With Balloon Payment**” means any Auto Loan in respect of which all or a significant part of the principal amount is due and payable in a single payment on the maturity date of that Auto Loan;

“**Available Collections**” means, in respect of a Reference Period:

- (a) the sum of:
  - (i) the Payable Principal Amount;
  - (ii) the Payable Interest Amount;
  - (iii) the Other Receivable Income; and
  - (iv) the Delinquencies Ledgers Decrease; less
- (b) the Delinquencies Ledgers Increase; less
- (c) any Supplementary Services for which payment is made during the relevant Reference Period;

“**Available Replenishment Basis**” means, on each Monthly Payment Date relating to a Reference Period falling within the Replenishment Period, the sum of:

- (a) the Replenishment Basis as at such Monthly Payment Date; and
- (b) the Residual Replenishment Basis as of the immediately preceding Monthly Payment Date, reduced, as the case may be, by the Partial Amortisation Amount as at the immediately preceding Monthly Payment Date;

“**Average Net Margin**” means, on any Calculation Date, the average of the Issuer Net Margin as of the last three (3) Reference Periods until the Reference Period relating to such Calculation Date;

“**BaFin**” means the *Bundesanstalt für Finanzdienstleistungsaufsicht* or any successor thereof;

“**Borrower**” means, with respect to each Receivable, any person who (i) is not a legal entity, (ii) is resident in the Federal Republic of Germany and (iii) has entered into an Auto Loan Agreement with the Seller;

“**Borrower Ledger**” means, with respect to each Borrower, the internal ledger established and maintained by the Servicer pursuant to the Servicing Agreement and on which the Servicer shall record as debit all amounts payable by the relevant Borrower and which are not paid on their due date and as credit the amounts paid in advance by the relevant Borrower;

“**Business Day**” means any day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in Paris, Dusseldorf and Luxembourg and which is a TARGET Settlement Day in relation to the payment of a sum denominated in euro;

“**Calculation Date**” means, in respect of an Information Date, the 5<sup>th</sup> Business Day following such Information Date; any reference to a Calculation Date relating to a given Reference Period or Cut-Off Date shall be a reference to the Calculation Date falling within the calendar month following such Reference Period or Cut-Off Date;

“**Car Seller**” means a subsidiary or a branch, as the case may be, of the Renault Group or Nissan, or a car dealer being franchised or authorised by the Renault Group or Nissan, which has entered into a sale contract in respect of a Vehicle with a Borrower;

“**Class or class**” means in respect of any Notes, the Class A<sub>1-2007-1</sub> Notes, the Class B<sub>2007-1</sub> Notes or such other Class of Notes;

“**Class A Noteholder**” means any holder of Class A Notes;

“**Class A Notes**” means the senior floating rate notes issued or to be issued by the Issuer, according to the Issuer Regulations, in accordance with Articles L. 214–43 to L. 214–49 of the French Monetary and Financial Code;

“**Class A Notes Amortisation Amount**” means, on any Monthly Payment Date, the sum of all Class A<sub>i-20xx-y</sub> Notes Amortisation Amounts as at such Monthly Payment Date;

“**Class A Notes Interest Amount**” means, on any Monthly Payment Date, the sum of all Class A<sub>i-20xx-y</sub> Notes Interest Amounts as at such Monthly Payment Date;

“**Class A Notes Issue Amount**” means, on the Closing Date and on any Monthly Payment Date, the sum of all Class A<sub>i-20xx-y</sub> Notes Issue Amounts as at the Closing Date or such Monthly Payment Date;

“**Class A Notes Last Credit Enhancement Ratio**” means:

- (a) on the Class A<sub>1-2007-1</sub> Notes Issue Date, 11.5 per cent. and on any Monthly Payment Date which is a Series Notes Issue Date, the percentage agreed upon by the Management Company and the Depository;
- (b) on any Monthly Payment Date which is not a Series Notes Issue Date, the previous Class A Notes Last Credit Enhancement Ratio;

“**Class A Notes Required Credit Enhancement Ratio**” means:

- (a) on the first Monthly Payment Date, the Series<sub>2007-1</sub> Class A Notes Credit Enhancement Ratio; and
- (b) on any subsequent Monthly Payment Date, the maximum of all Series<sub>20xx-y</sub> Class A Notes Credit Enhancement Ratio,

taking into consideration, for the purpose of item (b) above, only the Series<sub>20xx-y</sub> which have not been fully redeemed;

“**Class A Notes Total Credit Enhancement Ratio**” means on any Monthly Payment Date, the ratio of:

- (a) the sum of:
  - (i) the aggregate of the Class B<sub>20xx-y</sub> Notes Outstanding Amount;
  - (ii) the aggregate of the Class C<sub>20xx-y</sub> Notes Outstanding Amount;
  - (iii) the aggregate of the Class S<sub>20xx-y</sub> Notes Outstanding Amount;
  - (iv) the aggregate of the Class T<sub>20xx-y</sub> Notes Outstanding Amount; and
  - (v) the aggregate of the Class D Notes Outstanding Amount (if any), to
- (b) the sum of:
  - (i) the aggregate of the Class A<sub>i-20xx-y</sub> Notes Outstanding Amount;
  - (ii) the aggregate of the Class B<sub>20xx-y</sub> Notes Outstanding Amount;
  - (iii) the aggregate of the Class C<sub>20xx-y</sub> Notes Outstanding Amount;

- (iv) the aggregate of the Class R<sub>20xx-y</sub> Notes Outstanding Amount;
- (v) the aggregate of the Class S<sub>20xx-y</sub> Notes Outstanding Amount;
- (vi) the aggregate of the Class T<sub>20xx-y</sub> Notes Outstanding Amount; and
- (vii) the aggregate of the Class D Notes Outstanding Amount (if any),

in each case as at such Monthly Payment Date;

**“Class A Notes Outstanding Amount”** means, on any Monthly Payment Date, the sum of all Class A<sub>i-20xx-y</sub> Notes Outstanding Amounts as at such Monthly Payment Date;

**“Class A<sub>i-20xx-y</sub> Note”** means any Class A Note of the category “i”, issued in year “20xx” and corresponding to the Series number “y” of such year;

**“Class A<sub>i-20xx-y</sub> Noteholder”** means any holder of Class A<sub>i-20xx-y</sub> Notes;

**“Class A<sub>i-20xx-y</sub> Notes Amortisation Amount”** means:

- (a) on any Monthly Payment Date falling on or following the relevant Class A<sub>i-20xx-y</sub> Notes Amortisation Starting Date and until the amortisation in full of such Class A<sub>i-20xx-y</sub> Notes and which is not relating to a Reference Period within the Accelerated Amortisation Period, the smaller amount between:
  - (i) the Class A<sub>i-20xx-y</sub> Notes Outstanding Amount of such Class A<sub>i-20xx-y</sub> Notes on the immediately preceding Monthly Payment Date; and
  - (ii) according to the Priority of Payment applicable to the Series<sub>20xx-y</sub> to which such Class A<sub>i-20xx-y</sub> Notes belong, the sum of:
    - (aa) the Series<sub>20xx-y</sub> Monthly Amortisation Basis on such Monthly Payment Date and, if applicable,
    - (bb) the Series<sub>20xx-y</sub> Monthly Additional Amortisation Basis on such Monthly Payment Date; or
- (b) on each Monthly Payment Date relating to a Reference Period falling within the Accelerated Amortisation Period, the smaller amount between:
  - (i) the Class A<sub>i-20xx-y</sub> Notes Outstanding Amount of such Class A<sub>i-20xx-y</sub> Notes on the immediately preceding Monthly Payment Date; and
  - (ii) the credit balance of the General Collection Account after payment of the interest payable to the Noteholders under the Class A Notes, the Class B Notes, the Class R Notes and the Class S Notes, as calculated in accordance with the provisions of the relevant Priority of Payments, multiplied by the Class A<sub>i-20xx-y</sub> Notes Ratio computed for such Monthly Payment Date; or
- (c) on any other Monthly Payment Date, zero;

**“Class A<sub>i-20xx-y</sub> Notes Amortisation Starting Date”** means, in respect of a particular Series or category of Class A<sub>i-20xx-y</sub> Notes, the earlier to occur of:

- (a) the Class A<sub>i-20xx-y</sub> Notes Normal Amortisation Starting Date; and
- (b) the Monthly Payment Date immediately following the date of occurrence of an Anticipated Amortisation Event,



and falling on or after the Monthly Payment Date on which all Class A<sub>i-20xx-y</sub> Notes of another category and belonging to the same Series<sub>20xx-y</sub> Notes with an earlier Class A<sub>i-20xx-y</sub> Notes Normal Amortisation Starting Date (if any) will have been fully redeemed;

“**Class A<sub>i-20xx-y</sub> Notes Initial Principal Amount**” means, in respect of any Class A<sub>i-20xx-y</sub> Notes, the principal amount of the Class A<sub>i-20xx-y</sub> Notes issued on the relevant Class A<sub>i-20xx-y</sub> Notes Issue Date;

“**Class A<sub>i-20xx-y</sub> Notes Interest Amount**” has the meaning ascribed to it under the Issuer Regulations;

“**Class A<sub>i-20xx-y</sub> Notes Interest Margin**” means, in respect of any Class A<sub>i-20xx-y</sub> Notes, the margin agreed upon by the Management Company and the Depository;

“**Class A<sub>i-20xx-y</sub> Notes Interest Rate**” has the meaning ascribed to it under the Issuer Regulations;

“**Class A<sub>i-20xx-y</sub> Notes Issue Amount**” means, on any Class A<sub>i-20xx-y</sub> Notes Issue Date, the amount of Class A<sub>i-20xx-y</sub> Notes to be issued as determined by the Management Company and the Depository on the Monthly Payment Date preceding the relevant Class A<sub>i-20xx-y</sub> Notes Issue Date;

“**Class A<sub>i-20xx-y</sub> Notes Issue Date**” means, in respect of any Class A<sub>i-20xx-y</sub> Notes, the Monthly Payment Date on which Class A<sub>i-20xx-y</sub> Notes are issued;

“**Class A<sub>i-20xx-y</sub> Notes Legal Maturity Date**” means, in respect of Class A<sub>i-20xx-y</sub> Notes, the date in respect of such Class A<sub>i-20xx-y</sub> Notes;

“**Class A<sub>i-20xx-y</sub> Notes Normal Amortisation Starting Date**” means, in respect of any Class A<sub>i-20xx-y</sub> Notes, the date agreed upon by the Management Company and the Depository;

“**Class A<sub>i-20xx-y</sub> Notes Outstanding Amount**” means, in respect of any Class A<sub>i-20xx-y</sub> Notes:

- (a) on the first Monthly Payment Date following the Class A<sub>i-20xx-y</sub> Notes Issue Date:
  - (i) the Class A<sub>i-20xx-y</sub> Notes Initial Principal Amount, less
  - (ii) the Class A<sub>i-20xx-y</sub> Notes Amortisation Amount as at such Monthly Payment Date; and
- (b) on any subsequent Monthly Payment Date:
  - (i) the Class A<sub>i-20xx-y</sub> Notes Outstanding Amount as of the immediately preceding Monthly Payment Date, less
  - (ii) the Class A<sub>i-20xx-y</sub> Notes Amortisation Amount as at such Monthly Payment Date;

“**Class A<sub>i-20xx-y</sub> Notes Ratio**” means, in respect of any Monthly Payment Date, the ratio of:

- (a) the relevant Class A<sub>i-20xx-y</sub> Notes Outstanding Amount as of the preceding Monthly Payment Date; to
- (b) the sum as of the preceding Monthly Payment Date of:
  - (i) the Class A Notes Outstanding Amount; and
  - (ii) the Class R Notes Outstanding Amount;

“**Class A<sub>1-2007-1</sub> Noteholder**” means any holder of Class A<sub>1-2007-1</sub> Notes;

“**Class A<sub>1-2007-1</sub> Notes**” means the €88,500,000 Class A<sub>1-2007-1</sub> Asset Backed Floating Rate Notes due 18 October 2019;

“**Class A<sub>1-2007-1</sub> Notes Amortisation Amount**” means:

- (a) on any Monthly Payment Date falling on or following the Class A<sub>1-2007-1</sub> Notes Amortisation Starting Date and until the amortisation in full of all Class A<sub>1-2007-1</sub> Notes and which is not relating to a Reference Period within the Accelerated Amortisation Period, the smaller amount between:
- (i) the Class A<sub>1-2007-1</sub> Notes Outstanding Amount on the immediately preceding Monthly Payment Date; and
  - (ii) according to the Priority of Payment applicable to the Series<sub>2007-1</sub> to which such Class A<sub>1-2007-1</sub> Notes belong, the sum of:
    - (aa) the Series<sub>2007-1</sub> Monthly Amortisation Basis on such Monthly Payment Date and, if applicable,
    - (bb) the Series<sub>2007-1</sub> Monthly Additional Amortisation Basis on such Monthly Payment Date; or
- (b) on each Monthly Payment Date relating to a Reference Period falling within the Accelerated Amortisation Period, the smaller amount between:
- (i) the Class A<sub>1-2007-1</sub> Notes Outstanding Amount Notes on the immediately preceding Monthly Payment Date; and
  - (ii) the credit balance of the General Collection Account after payment of the interest payable to the Noteholders under the Class A Notes, Class B Notes, Class R Notes and Class S Notes, as calculated in accordance with the provisions of the relevant Priority of Payments, multiplied by the Class A<sub>1-2007-1</sub> Notes Ratio computed for such Monthly Payment Date; or
- (c) on any other Monthly Payment Date, zero;

“**Class A<sub>1-2007-1</sub> Notes Amortisation Starting Date**” means the earlier to occur of:

- (a) the Class A<sub>1-2007-1</sub> Notes Normal Amortisation Starting Date; and
- (b) the Monthly Payment Date immediately following the date of occurrence of an Anticipated Amortisation Event;

“**Class A<sub>1-2007-1</sub> Notes Initial Principal Amount**” means the principal amount of the Class A<sub>1-2007-1</sub> Notes issued on the Class A<sub>1-2007-1</sub> Notes Issue Date. The Class A<sub>1-2007-1</sub> Notes Initial Principal Amount as at the Closing Date will be equal to €88,500,000;

“**Class A<sub>1-2007-1</sub> Notes Interest Amount**” has the meaning ascribed to it under section entitled “TERMS AND CONDITIONS OF THE CLASS A<sub>1-2007-1</sub> NOTES – Interest”;

“**Class A<sub>1-2007-1</sub> Notes Interest Rate**” has the meaning ascribed to it under section entitled “TERMS AND CONDITIONS OF THE CLASS A<sub>1-2007-1</sub> NOTES – Interest”;

“**Class A<sub>1-2007-1</sub> Notes Issue Amount**” means, on the Class A<sub>1-2007-1</sub> Notes Issue Date, the amount of Class A<sub>1-2007-1</sub> Notes to be issued as determined by the Management Company and the Depository on the Monthly Payment Date preceding the Class A<sub>1-2007-1</sub> Notes Issue Date. The Class A<sub>1-2007-1</sub> Notes Issue Amount as at the Closing Date will be equal to €88,500,000;

“**Class A<sub>1-2007-1</sub> Notes Issue Date**” means, in respect of any Class A<sub>1-2007-1</sub> Notes, the Monthly Payment Date on which the Class A<sub>1-2007-1</sub> Notes are issued. The Class A<sub>1-2007-1</sub> Notes Issue Date will be the Closing Date;

“**Class A<sub>1-2007-1</sub> Notes Legal Maturity Date**” means, in respect of any Class A<sub>1-2007-1</sub> Notes, 18 October 2019;

“**Class A<sub>1-2007-1</sub> Notes Normal Amortisation Starting Date**” means, in respect of any Class A<sub>1-2007-1</sub> Notes, 18 October 2008;

“**Class A<sub>1-2007-1</sub> Notes Outstanding Amount**” means, in respect of any Class A<sub>1-2007-1</sub> Notes:

- (a) on the first Monthly Payment Date following the Class A<sub>1-2007-1</sub> Notes Issue Date:
  - (i) the Class A<sub>1-2007-1</sub> Notes Initial Principal Amount, less
  - (ii) the Class A<sub>1-2007-1</sub> Notes Amortisation Amount as at such Monthly Payment Date; and
- (b) on any subsequent Monthly Payment Date:
  - (i) the Class A<sub>1-2007-1</sub> Notes Outstanding Amount as of the immediately preceding Monthly Payment Date, less
  - (ii) the Class A<sub>1-2007-1</sub> Notes Amortisation Amount as at such Monthly Payment Date;

“**Class A<sub>1-2007-1</sub> Notes Ratio**” means, in respect of any Monthly Payment Date, the ratio of:

- (a) the Class A<sub>1-2007-1</sub> Notes Outstanding Amount as of the preceding Monthly Payment Date; to
- (b) the sum as of the preceding Monthly Payment Date of:
  - (i) the Class A Notes Outstanding Amount; and
  - (ii) the Class R Notes Outstanding Amount;

“**Class A<sub>1-2007-1</sub> Notes Underwriting Agreement**” means the agreement entered into on 28 September 2007 between the Management Company, the Depository, the Seller and the Joint Lead Managers in relation to the offer and placement of the Class A<sub>1-2007-1</sub> Notes;

“**Class B Noteholder**” means any holder of Class B Notes;

“**Class B Notes**” means the subordinated floating rate notes issued or to be issued by the Issuer, according to the Issuer Regulations, in accordance with Articles L. 214–43 to L. 214–49 of the French Monetary and Financial Code;

“**Class B Notes Amortisation Amount**” means, on any Monthly Payment Date, the sum of all Class B<sub>20xx-y</sub> Notes Amortisation Amounts as at such Monthly Payment Date;

“**Class B Notes Interest Amount**” means, on any Monthly Payment Date, the sum of all Class B<sub>20xx-y</sub> Notes Interest Amounts as at such Monthly Payment Date;

“**Class B Notes Issue Amount**” means, on the Closing Date and on any Monthly Payment Date thereafter, the sum of all Class B<sub>20xx-y</sub> Notes Issue Amounts as at the Closing Date or such Monthly Payment Date;

“**Class B Notes Outstanding Amount**” means, on any Monthly Payment Date, the sum of all Class B<sub>20xx-y</sub> Notes Outstanding Amounts as at such Monthly Payment Date;

“**Class B Notes Last Credit Enhancement Ratio**” means:

- (a) on the Class B<sub>2007-1</sub> Notes Issue Date, 5.5 per cent. and on any Monthly Payment Date which is a Series Notes Issue Date, the percentage agreed upon by the Management Company and the Depository;
- (b) on any Monthly Payment Date which is not a Series Notes Issue Date, the previous Class B Notes Last Credit Enhancement Ratio;

“**Class B Notes Required Credit Enhancement Ratio**” means:

- (a) on the first Monthly Payment Date, the Series<sub>2007-1</sub> Class B Notes Credit Enhancement Ratio;
- (b) on any subsequent Monthly Payment Date, the maximum of all Series<sub>20xx-y</sub> Class B Notes Credit Enhancement Ratio,

taking into consideration, for the purpose of item (b) above, only the Series<sub>20xx-y</sub> which have not been fully redeemed;

“**Class B Notes Senior Interest Amount**” means, on any Monthly Payment Date during the Accelerated Amortisation Period, the sum of all Class B<sub>20xx-y</sub> Notes Senior Interest Amounts as at such Monthly Payment Date;

“**Class B Notes Senior Interest Ratio**” means, on any Monthly Payment Date during the Accelerated Amortisation Period, the ratio equal to the minimum of:

- (a) the ratio of:
  - (i) the positive difference between the Principal Outstanding Balance of the Performing Receivables and the aggregate of the Class A Notes Outstanding Amount and the Class R Notes Outstanding Amount, in each case on the preceding Monthly Payment Date; and
  - (ii) the aggregate of the Class B Notes Outstanding Amount and the Class S Notes Outstanding Amount, in each case on the preceding Monthly Payment Date; and
- (b) one (1);

“**Class B Notes Total Credit Enhancement Ratio**” means, on any Monthly Payment Date, the ratio of:

- (a) the sum of:
  - (i) the aggregate of the Class C<sub>20xx-y</sub> Notes Outstanding Amount;
  - (ii) the aggregate of the Class T<sub>20xx-y</sub> Notes Outstanding Amount; and
  - (iii) the aggregate of the Class D Notes Outstanding Amount (if any), to
- (b) the sum of:
  - (i) the aggregate of the Class A<sub>i-20xx-y</sub> Notes Outstanding Amount;
  - (ii) the aggregate of the Class B<sub>20xx-y</sub> Notes Outstanding Amount;
  - (iii) the aggregate of the Class C<sub>20xx-y</sub> Notes Outstanding Amount;
  - (iv) the aggregate of the Class R<sub>20xx-y</sub> Notes Outstanding Amount;
  - (v) the aggregate of the Class S<sub>20xx-y</sub> Notes Outstanding Amount;
  - (vi) the aggregate of the Class T<sub>20xx-y</sub> Notes Outstanding Amount; and
  - (vii) the aggregate of the Class D Notes Outstanding Amount (if any);

“**Class B<sub>20xx-y</sub> Note**” means any Class B Note, issued in year “20xx” and corresponding to the Series number “y” of such year;

“**Class B<sub>20xx-y</sub> Noteholder**” means any holder of Class B<sub>20xx-y</sub> Notes;

“**Class B<sub>20xx-y</sub> Notes Amortisation Amount**” means:

- (a) on any Monthly Payment Date falling on or following the Monthly Payment Date on which the Class A<sub>i-20xx-y</sub> Notes belonging to the same Series<sub>20xx-y</sub> are redeemed in full and until the amortisation in full of such

Class B<sub>20xx-y</sub> Notes and which is not relating to a Reference Period within the Accelerated Amortisation Period, the smaller amount between:

- (i) the Class B<sub>20xx-y</sub> Notes Outstanding Amount of such Class B<sub>20xx-y</sub> Notes as at the immediately preceding Monthly Payment Date; and
  - (ii) the difference between:
    - (aa) the sum of the Series<sub>20xx-y</sub> Monthly Amortisation Basis on such Monthly Payment Date and, if applicable, of the Series<sub>20xx-y</sub> Monthly Additional Amortisation Basis on such Monthly Payment Date; and
    - (bb) the aggregate of the relevant Class A<sub>i-20xx-y</sub> Notes Amortisation Amount of all Class A<sub>i-20xx-y</sub> Notes of this Series<sub>20xx-y</sub> on such Monthly Payment Date; or
- (b) on each Monthly Payment Date relating to a Reference Period falling within the Accelerated Amortisation Period, the smaller amount between:
- (i) the Class B<sub>20xx-y</sub> Notes Outstanding Amount of such Class B<sub>20xx-y</sub> Notes on the immediately preceding Monthly Payment Date; and
  - (ii) the credit balance of the General Collection Account after payment of interest payable to the Noteholders under the Class A Notes, the Class B Notes, the Class R Notes and the Class S Notes and payment of principal payable to the Class A Noteholders under the Class A Notes and to the Class R Noteholders under the Class R Notes, as calculated in accordance with the provisions of the relevant Priority of Payments, multiplied by the Class B<sub>20xx-y</sub> Notes Ratio computed for such Monthly Payment Date; or
- (c) on any other Monthly Payment Date, zero;

“**Class B<sub>20xx-y</sub> Notes Initial Principal Amount**” means, in respect of any Class B<sub>20xx-y</sub> Notes, the principal amount of Class B<sub>20xx-y</sub> Notes issued on the relevant Class B<sub>20xx-y</sub> Notes Issue Date;

“**Class B<sub>20xx-y</sub> Notes Interest Amount**” has the meaning ascribed to it under the Issuer Regulations;

“**Class B<sub>20xx-y</sub> Notes Interest Margin**” means, in respect of any Class B<sub>20xx-y</sub> Notes, the margin agreed upon by the Management Company and the Depository;

“**Class B<sub>20xx-y</sub> Notes Interest Rate**” has the meaning ascribed to it under the Issuer Regulations;

“**Class B<sub>20xx-y</sub> Notes Issue Amount**” means, on any Class B<sub>20xx-y</sub> Notes Issue Date, the amount of Class B<sub>20xx-y</sub> Notes determined by the Management Company and the Depository on the Monthly Payment Date preceding the issue of such Class B<sub>20xx-y</sub> Notes;

“**Class B<sub>20xx-y</sub> Notes Issue Date**” means, in respect of any Class B<sub>20xx-y</sub> Notes, the Monthly Payment Date on which such Class B<sub>20xx-y</sub> Notes are issued;

“**Class B<sub>20xx-y</sub> Notes Legal Maturity Date**” means, in respect of Class B<sub>20xx-y</sub> Notes, the legal maturity date of such Class B<sub>20xx-y</sub> Notes;

“**Class B<sub>20xx-y</sub> Notes Outstanding Amount**” means, in respect of any Class B<sub>20xx-y</sub> Notes:

- (a) on the first Monthly Payment Date following the Class B<sub>20xx-y</sub> Notes Issue Date:
  - (i) the Class B<sub>20xx-y</sub> Notes Initial Principal Amount, less
  - (ii) the Class B<sub>20xx-y</sub> Notes Amortisation Amount as at such Monthly Payment Date; or

- (b) on any subsequent Monthly Payment Date:
  - (i) the Class B<sub>20xx-y</sub> Notes Outstanding Amount as of the immediately preceding Monthly Payment Date, less
  - (ii) the Class B<sub>20xx-y</sub> Notes Amortisation Amount as at such Monthly Payment Date;

“**Class B<sub>20xx-y</sub> Notes Ratio**” means, in respect of any Monthly Payment Date, the ratio of:

- (a) the relevant Class B<sub>20xx-y</sub> Notes Outstanding Amount as of the preceding Monthly Payment Date, to
- (b) the sum as of the preceding Monthly Payment Date of:
  - (i) the Class B Notes Outstanding Amount; and
  - (ii) the Class S Notes Outstanding Amount;

“**Class B<sub>20xx-y</sub> Notes Senior Interest Amount**” means, on any Monthly Payment Date during the Accelerated Amortisation Period, an amount equal to the product of:

- (a) the Class B<sub>20xx-y</sub> Notes Interest Amount; and
- (b) the Class B Notes Senior Interest Ratio,

in each case as at such Monthly Payment Date;

“**Class B<sub>2007-1</sub> Noteholder**” means any holder of Class B<sub>2007-1</sub> Notes;

“**Class B<sub>2007-1</sub> Notes**” means the €6,000,000 Class B<sub>2007-1</sub> Asset Backed Floating Rate Notes due 18 October 2019;

“**Class B<sub>2007-1</sub> Notes Amortisation Amount**” means:

- (a) on any Monthly Payment Date falling on or following the Monthly Payment Date on which the Class B<sub>2007-1</sub> Notes belonging to the Series<sub>2007-1</sub> are redeemed in full and until the amortisation in full of such Class B<sub>2007-1</sub> Notes and which is not relating to a Reference Period within the Accelerated Amortisation Period, the smaller amount between:
  - (i) the Class B<sub>2007-1</sub> Notes Outstanding Amount as at the immediately preceding Monthly Payment Date; and
  - (ii) the difference between:
    - (aa) the sum of the Series<sub>2007-1</sub> Monthly Amortisation Basis on such Monthly Payment Date and, if applicable, of the Series<sub>2007-1</sub> Monthly Additional Amortisation Basis on such Monthly Payment Date; and
    - (bb) the aggregate of the Class A<sub>1-2007-1</sub> Notes Amortisation Amount of all Class A<sub>1-2007-1</sub> Notes of the Series<sub>2007-1</sub> on such Monthly Payment Date; or
- (b) on each Monthly Payment Date relating to a Reference Period falling within the Accelerated Amortisation Period, the smaller amount between:
  - (i) the Class B<sub>2007-1</sub> Notes Outstanding Amount on the immediately preceding Monthly Payment Date; and
  - (ii) the credit balance of the General Collection Account after payment of interest to the Noteholders under the Class A Notes, the Class B Notes, the Class R Notes and the Class S Notes and payment of principal payable to the Class A Noteholders under the Class A Notes and to the Class R Noteholders under the Class R Notes, as calculated in accordance with the

provisions of the relevant Priority of Payments, multiplied by the Class B<sub>2007-1</sub> Notes Ratio computed for such Monthly Payment Date; or

(c) on any other Monthly Payment Date, zero;

“**Class B<sub>2007-1</sub> Notes Initial Principal Amount**” means the principal amount of Class B<sub>2007-1</sub> Notes issued on the Class B<sub>2007-1</sub> Notes Issue Date. The Class B<sub>2007-1</sub> Notes Initial Principal Amount as at the Closing Date will be equal to €6,000,000;

“**Class B<sub>2007-1</sub> Notes Interest Amount**” has the meaning ascribed to it under section entitled “TERMS AND CONDITIONS OF THE CLASS B<sub>2007-1</sub> Notes – Interest”;

“**Class B<sub>2007-1</sub> Notes Interest Rate**” has the meaning ascribed to it under section entitled “TERMS AND CONDITIONS OF THE CLASS B<sub>2007-1</sub> Notes – Interest”;

“**Class B<sub>2007-1</sub> Notes Issue Amount**” means, on any Class B<sub>2007-1</sub> Notes Issue Date, the amount of Class B<sub>2007-1</sub> Notes determined by the Management Company and the Depository on the Monthly Payment Date preceding the issue of such Class B<sub>2007-1</sub> Notes. The Class B<sub>2007-1</sub> Notes Issue Amount as at the Closing Date will be equal to €6,000,000;

“**Class B<sub>2007-1</sub> Notes Issue Date**” means, in respect of any Class B<sub>2007-1</sub> Notes, the Monthly Payment Date on which the Class B<sub>2007-1</sub> Notes are issued. The Class B<sub>2007-1</sub> Notes Issue Date will be the Closing Date;

“**Class B<sub>2007-1</sub> Notes Legal Maturity Date**” means, in respect of Class B<sub>2007-1</sub> Notes, 18 October 2019;

“**Class B<sub>2007-1</sub> Notes Outstanding Amount**” means, in respect of any Class B<sub>2007-1</sub> Notes:

(a) on the first Monthly Payment Date following the Class B<sub>2007-1</sub> Notes Issue Date:

- (i) the Class B<sub>2007-1</sub> Notes Initial Principal Amount, less
- (ii) the Class B<sub>2007-1</sub> Notes Amortisation Amount as at such Monthly Payment Date; or

(b) on any subsequent Monthly Payment Date:

- (i) the Class B<sub>2007-1</sub> Notes Outstanding Amount as of the immediately preceding Monthly Payment Date, less
- (ii) the Class B<sub>2007-1</sub> Notes Amortisation Amount as at such Monthly Payment Date;

“**Class B<sub>2007-1</sub> Notes Ratio**” means, in respect of any Monthly Payment Date, the ratio of:

(a) the Class B<sub>2007-1</sub> Notes Outstanding Amount as of the preceding Monthly Payment Date, to

(b) the sum as of the preceding Monthly Payment Date of:

- (i) the Class B Notes Outstanding Amount; and
- (ii) the Class S Notes Outstanding Amount;

“**Class B<sub>2007-1</sub> Notes Underwriting Agreement**” means the agreement entered on 28 September 2007 between the Management Company, the Depository and the Joint Lead Managers in relation to the offer and placement of the Class B<sub>2007-1</sub> Notes;

“**Class C Noteholder**” means any holder of Class C Notes;

“**Class C Notes**” means the subordinated floating rate notes issued or to be issued by the Issuer, according to the Issuer Regulations, in accordance with Articles L. 214–43 to L. 214–49 of the French Monetary and Financial Code;

“**Class C Notes Amortisation Amount**” means, on any Monthly Payment Date, the sum of all Class C<sub>20xx-y</sub> Notes Amortisation Amounts as at such Monthly Payment Date;

“**Class C Notes Interest Amount**” means, on any Monthly Payment Date, the sum of all Class C<sub>20xx-y</sub> Notes Interest Amounts as at such Monthly Payment Date;

“**Class C Notes Issue Amount**” means, on the Closing Date and on any Monthly Payment Date, the sum of all Class C<sub>20xx-y</sub> Notes Issue Amounts as at the Closing Date or such Monthly Payment Date;

“**Class C Notes Outstanding Amount**” means, on any Monthly Payment Date, the sum of all Class C<sub>20xx-y</sub> Notes Outstanding Amounts as at such Monthly Payment Date;

“**Class C Notes Subscription Agreement**” means the agreement entered into on or about the Closing Date between the Management Company, the Depository and the Subscriber in relation to the offer and subscription of the Class C Notes;

“**Class C<sub>20xx-y</sub> Note**” means any Class C Note, issued in year “20xx” and corresponding to the Series number “y” of such year;

“**Class C<sub>20xx-y</sub> Noteholder**” means any holder of Class C<sub>20xx-y</sub> Notes;

“**Class C<sub>20xx-y</sub> Notes Amortisation Amount**” means:

- (a) on any Monthly Payment Date falling on or following the Monthly Payment Date on which the Class A<sub>i-20xx-y</sub> Notes and the Class B<sub>20xx-y</sub> Notes belonging to the same Series<sub>20xx-y</sub> are redeemed in full and until the amortisation in full of such Class C<sub>20xx-y</sub> Notes and which is not relating to a Reference Period within the Accelerated Amortisation Period, the smaller amount between:
- (i) the Class C<sub>20xx-y</sub> Notes Outstanding Amount of such Class C<sub>20xx-y</sub> Notes as at the immediately preceding Monthly Payment Date; and
  - (ii) the difference between:
    - (aa) the sum of the Series<sub>20xx-y</sub> Monthly Amortisation Basis on such Monthly Payment Date and, if applicable, of the Series<sub>20xx-y</sub> Monthly Additional Amortisation Basis on such Monthly Payment Date; and
    - (bb) the sum of:
      - (x) the aggregate of the relevant Class A<sub>i-20xx-y</sub> Notes Amortisation Amount of all Class A<sub>i-20xx-y</sub> Notes of such Series<sub>20xx-y</sub> on such Monthly Payment Date; and
      - (y) the Class B<sub>20xx-y</sub> Notes Amortisation Amount of such Series<sub>20xx-y</sub> on such Monthly Payment Date; or
- (b) on each Monthly Payment Date relating to a Reference Period falling within the Accelerated Amortisation Period, the smaller amount between:
- (i) the Class C<sub>20xx-y</sub> Notes Outstanding Amount of such Class C<sub>20xx-y</sub> Notes on the immediately preceding Monthly Payment Date; and
  - (ii) the credit balance of the General Collection Account after payment of the interest payable to the Noteholders under the Class A Notes, the Class B Notes, the Class C Notes, the Class R Notes, the Class S Notes and the Class T Notes and the principal amount payable to:



- (aa) the Class A Noteholders under the Class A Notes and to the Class R Noteholders under the Class R Notes; and
- (bb) the Class B Noteholders under the Class B Notes and to the Class S Noteholders under the Class S Notes,

as calculated in accordance with the provisions of the relevant Priority of Payments, multiplied by the Class C<sub>20xx-y</sub> Notes Ratio computed for such Monthly Payment Date; or

- (c) on any other Monthly Payment Date, zero;

“**Class C<sub>20xx-y</sub> Notes Initial Principal Amount**” means, in respect of the Class C<sub>20xx-y</sub> Notes, the principal amount of the Class C<sub>20xx-y</sub> Notes issued on the relevant Class C<sub>20xx-y</sub> Notes Issue Date;

“**Class C<sub>20xx-y</sub> Notes Interest Amount**” has the meaning ascribed to it under the Issuer Regulations;

“**Class C<sub>20xx-y</sub> Notes Interest Margin**” means, in respect of any Class C<sub>20xx-y</sub> Notes, the margin agreed upon by the Management Company and the Depository and as defined in the relevant Issue Document;

“**Class C<sub>20xx-y</sub> Notes Interest Rate**” has the meaning ascribed to it under the Issuer Regulations;

“**Class C<sub>20xx-y</sub> Notes Issue Amount**” means, on any Class C<sub>20xx-y</sub> Notes Issue Date, the amount of Class C<sub>20xx-y</sub> Notes determined by the Management Company and the Depository on the Monthly Payment Date preceding the issue of such Class C<sub>20xx-y</sub> Notes;

“**Class C<sub>20xx-y</sub> Notes Issue Date**” means, in respect of any Class C<sub>20xx-y</sub> Notes, the Monthly Payment Date on which Class C<sub>20xx-y</sub> Notes are issued;

“**Class C<sub>20xx-y</sub> Notes Legal Maturity Date**” means, in respect of any Class C<sub>20xx-y</sub> Notes, the date specifically referred to in the relevant Issue Document in respect of such Class C<sub>20xx-y</sub> Notes;

“**Class C<sub>20xx-y</sub> Notes Outstanding Amount**” means, in respect of the Class C<sub>20xx-y</sub> Notes:

- (a) on the first Monthly Payment Date following the Class C<sub>20xx-y</sub> Notes Issue Date:
  - (i) the Class C<sub>20xx-y</sub> Notes Initial Principal Amount, less
  - (ii) the Class C<sub>20xx-y</sub> Notes Amortisation Amount as at such Monthly Payment Date; or
- (b) on any subsequent Monthly Payment Date:
  - (i) the Class C<sub>20xx-y</sub> Notes Outstanding Amount as of the immediately preceding Monthly Payment Date, less
  - (ii) the Class C<sub>20xx-y</sub> Notes Amortisation Amount as at such Monthly Payment Date;

“**Class C<sub>20xx-y</sub> Notes Ratio**” means, in respect of a Monthly Payment Date, the ratio of:

- (a) the relevant Class C<sub>20xx-y</sub> Notes Outstanding Amount as of the immediately preceding Monthly Payment Date, to
- (b) the sum as of the immediately preceding Monthly Payment Date of:
  - (i) the Class C Notes Outstanding Amount; and
  - (ii) the Class T Notes Outstanding Amount;

“**Class C<sub>2007-1</sub> Noteholder**” means any holder of Class C<sub>2007-1</sub> Notes;

“**Class C<sub>2007-1</sub> Notes**” means the €5,500,000 Class C<sub>2007-1</sub> Asset Backed Floating Rate Notes due 18 October 2019;

“**Class C<sub>2007-1</sub> Notes Amortisation Amount**” means:

- (a) on any Monthly Payment Date falling on or following the Monthly Payment Date on which the Class A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes belonging to the Series<sub>2007-1</sub> are redeemed in full and until the amortisation in full of the Class C<sub>2007-1</sub> Notes and which is not relating to a Reference Period within the Accelerated Amortisation Period, the smaller amount between:
  - (i) the Class C<sub>2007-1</sub> Notes Outstanding Amount as at the immediately preceding Monthly Payment Date; and
  - (ii) the difference between:
    - (aa) the sum of the Series<sub>2007-1</sub> Monthly Amortisation Basis on such Monthly Payment Date and, if applicable, of the Series<sub>2007-1</sub> Monthly Additional Amortisation Basis on such Monthly Payment Date; and
    - (bb) the sum of:
      - (x) the aggregate of the Class A<sub>1-2007-1</sub> Notes Amortisation Amount of all Class A<sub>1-2007-1</sub> Notes of the Series<sub>2007-1</sub> on such Monthly Payment Date; and
      - (y) the Class B<sub>2007-1</sub> Notes Amortisation Amount of the Series<sub>2007-1</sub> on such Monthly Payment Date; or
- (b) on each Monthly Payment Date relating to a Reference Period falling within the Accelerated Amortisation Period, the smaller amount between:
  - (i) the Class C<sub>2007-1</sub> Notes Outstanding Amount on the immediately preceding Monthly Payment Date; and
  - (ii) the credit balance of the General Collection Account after payment of the interest payable to the Noteholders under the Class A Notes, the Class B Notes, the Class C Notes, the Class R Notes, the Class S Notes and the Class T Notes and the principal amount payable to:
    - (aa) the Class A Noteholders under the Class A Notes and to the Class R Noteholders under the Class R Notes; and
    - (bb) the Class B Noteholders under the Class B Notes and to the Class S Noteholders under the Class S Notes,

as calculated in accordance with the provisions of the relevant Priority of Payments, multiplied by the Class C<sub>2007-1</sub> Notes Ratio computed for such Monthly Payment Date; or
- (c) on any other Monthly Payment Date, zero;

“**Class C<sub>2007-1</sub> Notes Initial Principal Amount**” means, in respect of the Class C<sub>2007-1</sub> Notes, the principal amount of Class C<sub>2007-1</sub> Notes issued on the Class C<sub>2007-1</sub> Notes Issue Date. The Class C<sub>2007-1</sub> Notes Initial Principal Amount as at the Closing Date will be equal to €5,500,000;

“**Class C<sub>2007-1</sub> Notes Interest Amount**” has the meaning ascribed to it under the Issuer Regulations;

“**Class C<sub>2007-1</sub> Notes Interest Margin**” means, in respect of any Class C<sub>2007-1</sub> Notes, the margin agreed upon by the Management Company and the Depository and as defined in the relevant Issue Document;

“**Class C<sub>2007-1</sub> Notes Interest Rate**” has the meaning ascribed to it under the Issuer Regulations;

“**Class C<sub>2007-1</sub> Notes Issue Amount**” means, on any Class C<sub>2007-1</sub> Notes Issue Date, the amount of Class C<sub>2007-1</sub> Notes determined by the Management Company and the Depository on the Monthly Payment Date preceding the issue of such Class C<sub>2007-1</sub> Notes. The Class C<sub>2007-1</sub> Notes Issue Amount as at the Closing Date will be equal to €5,500,000;

“**Class C<sub>2007-1</sub> Notes Issue Date**” means, in respect of any Class C<sub>2007-1</sub> Notes, the Monthly Payment Date on which the Class C<sub>2007-1</sub> Notes are issued. The Class C<sub>2007-1</sub> Notes Issue Date shall be the Closing Date;

“**Class C<sub>2007-1</sub> Notes Legal Maturity Date**” means, in respect of any Class C<sub>2007-1</sub> Notes, the date specifically referred to in the relevant Issue Document. The Class C<sub>2007-1</sub> Notes Legal Maturity Date will be 18 October 2019;

“**Class C<sub>2007-1</sub> Notes Outstanding Amount**” means, in respect of the Class C<sub>2007-1</sub> Notes:

- (a) on the first Monthly Payment Date following the Class C<sub>2007-1</sub> Notes Issue Date:
  - (i) the Class C<sub>2007-1</sub> Notes Initial Principal Amount, less
  - (ii) the Class C<sub>2007-1</sub> Notes Amortisation Amount as at such Monthly Payment Date; or
- (b) on any subsequent Monthly Payment Date:
  - (i) the Class C<sub>2007-1</sub> Notes Outstanding Amount as of the immediately preceding Monthly Payment Date, less
  - (ii) the Class C<sub>2007-1</sub> Notes Amortisation Amount as at such Monthly Payment Date;

“**Class C<sub>2007-1</sub> Notes Ratio**” means, in respect of a Monthly Payment Date, the ratio of:

- (a) the Class C<sub>2007-1</sub> Notes Outstanding Amount as of the immediately preceding Monthly Payment Date, to
- (b) the sum as of the immediately preceding Monthly Payment Date of:
  - (i) the Class C Notes Outstanding Amount; and
  - (ii) the Class T Notes Outstanding Amount;

“**Class D Noteholder**” means any holder of Class D Notes;

“**Class D Notes**” means the subordinated floating rate notes issued or to be issued by the Issuer, according to the Issuer Regulations, in accordance with Articles L. 214–43 to L. 214–49 of the French Monetary and Financial Code;

“**Class D Notes Amortisation Amount**” means:

- (a) on any Monthly Payment Date relating to a Reference Period not falling within the Accelerated Amortisation Period and as long as the Class D Notes are not amortised in full, the smaller of:
  - (i) the Class D Notes Outstanding Amount as of the preceding Monthly Payment Date; and
  - (ii) the Class D Notes Amortisation Basis as at such Monthly Payment Date; and
- (b) on each Monthly Payment Date relating to a Reference Period falling within the Accelerated Amortisation Period, the smaller amount between:
  - (i) the Class D Notes Outstanding Amount on the immediately preceding Monthly Payment Date; and

- (ii) the credit balance of the General Collection Account after payment of the interest payable to the Noteholders under the Class A Notes, the Class B Notes, the Class C Notes, the Class R Notes, the Class S Notes, the Class T Notes and the Class D Notes and payment of principal payable to:
  - (aa) the Class A Noteholders under the Class A Notes and the Class R Noteholders under the Class R Notes; and
  - (bb) the Class B Noteholders under the Class B Notes and the Class S Noteholders under the Class S Notes; and
  - (cc) the Class C Noteholders under the Class C Notes and the Class T Noteholders under the Class T Notes;

as calculated by the Management company in accordance with the provisions of the relevant Priority of Payments;

**“Class D Notes Amortisation Basis”** means:

- (a) on any Monthly Payment Date which is a Series Notes Issue Date or a Series<sub>20xx-y</sub> Effective Maturity Date and which relates to a Reference Period falling within the Replenishment Period, the Outstanding Amount of the Class D Notes as at the preceding Monthly Payment Date; or
- (b) on any Monthly Payment Date relating to a Reference Period not falling within the Replenishment Period and falling within the Amortisation Period, the positive difference between:
  - (i) the Investor Notes Monthly Amortisation Basis; and
  - (ii) the sum of:
    - (aa) the Investor Notes Amortisation Amount;
    - (bb) the Class R Notes Amortisation Amount;
    - (cc) the Class S Notes Amortisation Amount; and
    - (dd) the Class T Notes Amortisation Amount; or
- (c) on any Monthly Payment Date relating to a Reference Period which does not fall within the Replenishment Period, in the Amortisation Period and in the Accelerated Amortisation Period, the positive difference between:
  - (i) the Investor Notes Monthly Amortisation Basis; and
  - (ii) the sum of:
    - (aa) the Class R Notes Amortisation Amount;
    - (bb) the Class S Notes Amortisation Amount; and
    - (cc) the Class T Notes Amortisation Amount; or
- (d) on any other Monthly Payment Date, zero;

**“Class D Notes Initial Principal Amount”** means the initial principal amount of the Class D Notes. On the Closing Date, the Class D Notes Initial Principal Amount will be equal to zero;

**“Class D Notes Interest Amount”** has the meaning ascribed to it under the Issuer Regulations;

“**Class D Notes Interest Margin**” means the margin agreed upon by the Management Company and the Depository and as defined in the relevant Issue Document;

“**Class D Notes Interest Rate**” has the meaning ascribed to it under the Issuer Regulations;

“**Class D Notes Issue Amount**” means, on any Monthly Payment Date, an amount equal to:

- (a) the Class D Notes Required Amount as at such Monthly Payment Date; minus
- (b) the Class D Notes Outstanding Amount as of the preceding Monthly Payment Date; plus
- (c) the Class D Notes Amortisation Amount as at such Monthly Payment Date;

“**Class D Notes Legal Maturity Date**” means, in respect of Class D Notes, the date specifically referred to in the relevant Issue Document in respect of such Class D Notes as may be amended from time to time but which in any case, shall not fall earlier than the latest of all Series<sub>20xx-y</sub> Legal Maturity Date and all Class R<sub>20xx-y</sub>, Class S<sub>20xx-y</sub>, Class T<sub>20xx-y</sub> Notes Legal Maturity Date;

“**Class D Notes Outstanding Amount**” means:

- (a) on the first Monthly Payment Date, zero; and
- (b) on any subsequent Monthly Payment Date:
  - (i) the Class D Notes Outstanding Amount as of the immediately preceding Monthly Payment Date, less
  - (ii) the Class D Notes Amortisation Amount as at such Monthly Payment Date, plus
  - (iii) the Class D Notes Issue Amount as at such Monthly Payment Date;

“**Class D Notes Required Amount**” means:

- (a) on any Monthly Payment Date which is a Series Notes Issue Date or a Series<sub>20xx-y</sub> Effective Maturity Date, the maximum of:
  - (i)  $(TOT_{SER} \times CE_{B-REQ} - TOT_C) / (1 - CE_{B-REQ})$ ; and
  - (ii)  $(TOT_{SER} \times CE_{A-REQ} - TOT_B - TOT_C) / (1 - CE_{A-REQ})$ ; and
  - (iii) zero;

where:

$TOT_{SER}$ : means the aggregate of the Series<sub>20xx-y</sub> Outstanding Amount in respect of the Series<sub>20xx-y</sub> issued on or before such Monthly Payment Date and which have a Series<sub>20xx-y</sub> Effective Maturity Date falling after such Monthly Payment Date;

$TOT_B$ : means the aggregate of the Class B<sub>20xx-y</sub> Notes Outstanding Amount in respect of the Series<sub>20xx-y</sub> issued on or before such Monthly Payment Date and which have a Series<sub>20xx-y</sub> Effective Maturity Date falling after such Monthly Payment Date;

$TOT_C$ : means the aggregate of the Class C<sub>20xx-y</sub> Notes Outstanding Amount in respect of the Series<sub>20xx-y</sub> issued on or before such Monthly Payment Date and which have a Series<sub>20xx-y</sub> Effective Maturity Date falling after such Monthly Payment Date;

$CE_{A-REQ}$ : means the Class A Notes Required Credit Enhancement Ratio;

$CE_{B-REQ}$ : means the Class B Notes Required Credit Enhancement Ratio;

- (b) on any Monthly Payment Date which is not a Series Notes Issue Date or a Series<sub>20xx-y</sub> Effective Maturity Date, zero;

“**Class D Notes Subscription Agreement**” means the agreement entered into or about the Closing Date between the Management Company, the Depository and the Subscriber;

“**Class R Noteholder**” means any holder of Class R Notes;

“**Class R Notes**” means the senior floating rate notes issued or to be issued by the Issuer, according to the Issuer Regulations, in accordance with Articles L. 214–43 to L. 214–49 of the French Monetary and Financial Code;

“**Class R Notes Amortisation Amount**” means:

- (a) on any Monthly Payment Date relating to a Reference Period not falling within the Accelerated Amortisation Period and until the Class R Notes are amortised in full, the lower of:
- (i) the Class R Notes Outstanding Amount as of the immediately preceding Monthly Payment Date; and
  - (ii) the Class R Notes Amortisation Basis as at such Monthly Payment Date; and
- (b) on each Monthly Payment Date relating to a Reference Period falling within the Accelerated Amortisation Period, the smaller amount between:
- (i) the Class R Notes Outstanding Amount as of the immediately preceding Monthly Payment Date; and
  - (ii) the credit balance of the General Collection Account after payment of the interest payable to the Noteholders under the Class A Notes, the Class B Notes, the Class R Notes and the Class S Notes, as calculated in accordance with the provisions of the relevant Priority of Payments, multiplied by the Class R Notes Ratio computed for such Monthly Payment Date;

“**Class R Notes Amortisation Basis**” means:

- (a) on any Monthly Payment Date relating to a Reference Period falling within the Replenishment Period, the Outstanding Amount of the Class R<sub>20xx-y</sub> Notes, the Expected Maturity Date of which corresponds to such Monthly Payment Date; or
- (b) on any Monthly Payment Date relating to a Reference Period not falling within the Replenishment Period and falling within the Amortisation Period, the positive difference between:
- (i) the Investor Notes Monthly Amortisation Basis and
  - (ii) the Investor Notes Amortisation Amount;
- (c) on any Monthly Payment Date relating to a Reference Period which does not fall within the Replenishment Period, in the Amortisation Period and in the Accelerated Amortisation Period, the Investor Notes Monthly Amortisation Basis;
- (d) on any other Monthly Payment Date, zero;

“**Class R Notes Initial Principal Amount**” means, on the Issuer Establishment Date, €1,351,800,000;

“**Class R Notes Interest Amount**” means, on any Monthly Payment Date, the sum of all Class R<sub>20xx-y</sub> Notes Interest Amounts as at such Monthly Payment Date;

“**Class R Notes Issuance Prospectus**” means the base prospectus relating to the issue and listing of the Class R Notes on the Luxembourg Stock Exchange. within the meaning of Article 5 of the Prospectus Directive. The Class R Notes Issuance Prospectus is dated 9 October 2007.

“**Class R Notes Issue Amount**” means, on each Monthly Payment Date, the difference between the Short Term Revolving Notes Issue Amount and the sum of the Class S Notes Issue Amount and the Class T Notes Issue Amount, as at such Monthly Payment Date;

“**Class R Notes Luxembourg Paying Agent**” means Société Générale Bank & Trust under the Class R Notes Paying Agency Agreement and its permitted successors or assigns from time to time;

“**Class R Notes Paying Agents**” means the Class R Notes Principal Paying Agent and the Class R Notes Luxembourg Paying Agent;

“**Class R Notes Outstanding Amount**” means:

- (a) on the first Monthly Payment Date:
  - (i) the Class R Notes Initial Principal Amount, less
  - (ii) the Class R Notes Amortisation Amount as at such Monthly Payment Date, plus
  - (iii) the Class R Notes Issue Amount as at such Monthly Payment Date; and
- (b) on any subsequent Monthly Payment Date:
  - (i) the Class R Notes Outstanding Amount as of the immediately preceding Monthly Payment Date, less
  - (ii) the Class R Notes Amortisation Amount as at such Monthly Payment Date, plus
  - (iii) the Class R Notes Issue Amount as at such Monthly Payment Date;

“**Class R Notes Paying Agency Agreement**” means the agreement entered into on 28 September 2007 between the Management Company, the Issuer Account Bank, the Depository and the Class R Notes Paying Agents;

“**Class R Notes Principal Paying Agent**” means Société Générale under the Class R Notes Paying Agency Agreement and its permitted successors or assigns from time to time;

“**Class R Notes Ratio**” means, in respect of a Monthly Payment Date, the ratio of:

- (a) the Class R Notes Outstanding Amount as of the preceding Monthly Payment Date, to
- (b) the sum as of the preceding Monthly Payment Date of:
  - (i) the Class A Notes Outstanding Amount; and
  - (ii) the Class R Notes Outstanding Amount;

“**Class R Notes Subscription Agreement**” means the agreement entered into or about the Closing Date between the Management Company, the Depository and the Subscriber;

“**Class R<sub>20xx-y</sub> Noteholder**” means any holder of Class R<sub>20xx-y</sub> Notes;

“**Class R<sub>20xx-y</sub> Notes**” means any Class R Notes, issued in year “20xx” and corresponding to the Series number “y” of such year;

“**Class R<sub>20xx-y</sub> Notes Amortisation Amount**” means:

- (a) on any Monthly Payment Date falling on or after the Expected Maturity Date of the Class R<sub>20xx-y</sub> Notes which relates to a Reference Period not falling within the Accelerated Amortisation Period and which is not relating to a Reference Period within the Accelerated Amortisation Period, the smaller amount between:
- (i) the Class R<sub>20xx-y</sub> Notes Outstanding Amount on the immediately preceding Monthly Payment Date, and
  - (ii) the product of:
    - (aa) the Class R Notes Amortisation Amount as at such Monthly Payment Date; and
    - (bb) the Class R<sub>20xx-y</sub> Notes Outstanding Amount divided by the sum of the Class R<sub>20xx-y</sub> Notes Outstanding Amounts of all Class R<sub>20xx-y</sub> Notes, the Expected Maturity of which falls on, or has fallen before such Monthly Payment Date; and
- (b) on each Monthly Payment Date relating to a Reference Period falling within the Accelerated Amortisation Period, the smaller amount between:
- (i) the Class R<sub>20xx-y</sub> Notes Outstanding Amount as of the immediately preceding Monthly Payment Date; and
  - (ii) the product of the Class R Notes Amortisation Amount as at such Monthly Payment Date and of the relevant Class R<sub>20xx-y</sub> Notes Ratio computed as at such Monthly Payment Date;

“**Class R<sub>20xx-y</sub> Notes Interest Amount**” has the meaning ascribed to it under the Issuer Regulations;

“**Class R<sub>20xx-y</sub> Notes Interest Margin**” means 0.30 per cent. or any other percentage agreed upon from time to time by the Management Company and the Depository, provided that, Standard and Poor’s has confirmed that any such other percentage does not result in the downgrading of the then current rating assigned to the Rated Notes;

“**Class R<sub>20xx-y</sub> Notes Interest Rate**” has the meaning ascribed to it under the Issuer Regulations;

“**Class R<sub>20xx-y</sub> Notes Issue Amount**” means, on the Monthly Payment Date on which such Class R<sub>20xx-y</sub> Notes are issued, the amount of Class R<sub>20xx-y</sub> Notes determined by the Management Company and the Depository on such Monthly Payment Date provided that the aggregate amount of all Class R<sub>20xx-y</sub> Notes issued on such Monthly Payment Date is equal to the Class R Notes Issue Amount as at such Monthly Payment Date;

“**Class R<sub>20xx-y</sub> Notes Issue Date**” means, in respect of any Class R<sub>20xx-y</sub> Notes, the Monthly Payment Date on which such Class R<sub>20xx-y</sub> Notes is issued;

“**Class R<sub>20xx-y</sub> Notes Legal Maturity Date**” means, in respect of Class R<sub>20xx-y</sub> Notes, 18 October 2026;

“**Class R<sub>20xx-y</sub> Notes Outstanding Amount**” means, in respect of any Class R<sub>20xx-y</sub> Notes:

- (a) on the first Monthly Payment Date following the Class R<sub>20xx-y</sub> Notes Issue Date:
  - (i) the Class R<sub>20xx-y</sub> Notes Issue Amount, less
  - (ii) the Class R<sub>20xx-y</sub> Notes Amortisation Amount as at such Monthly Payment Date; or
- (b) on any subsequent Monthly Payment Date:
  - (i) the Class R<sub>20xx-y</sub> Notes Outstanding Amount as of the immediately preceding Monthly Payment Date, less
  - (ii) the Class R<sub>20xx-y</sub> Notes Amortisation Amount as at such Monthly Payment Date;



“**Class R<sub>20xx-y</sub> Notes Ratio**” means, in respect of any Monthly Payment Date, the ratio of:

- (a) the Class R<sub>20xx-y</sub> Notes Outstanding Amount as of the preceding Monthly Payment Date, to
- (b) the Class R Notes Outstanding Amount as of the preceding Monthly Payment Date;

“**Class S Noteholder**” means any holder of Class S Notes;

“**Class S Notes**” means the subordinated floating rate Notes issued or to be issued by the Issuer, according to the Issuer Regulations, in accordance with Articles L. 214–43 to L. 214–49 of the French Monetary and Financial Code;

“**Class S Notes Amortisation Amount**” means:

- (a) on any Monthly Payment Date relating to a Reference Period not falling within the Accelerated Amortisation Period and until the Class S Notes are amortised in full, the smaller of:
  - (i) the Class S Notes Outstanding Amount as of the preceding Monthly Payment Date; and
  - (ii) the Class S Notes Amortisation Basis as at such Monthly Payment Date; and
- (b) on each Monthly Payment Date relating to a Reference Period falling within the Accelerated Amortisation Period, the smaller amount between:
  - (i) the Class S Notes Outstanding Amount on the immediately preceding Monthly Payment Date; and
  - (ii) the credit balance of the General Collection Account after payment of interest payable to the Noteholders under the Class A Notes, the Class B Notes, the Class R Notes and the Class S Notes and the amount of principal payable to the Class A Noteholders under the Class A Notes and to the Class R Noteholders under the Class R Notes, as calculated in accordance with the provisions of the relevant Priority of Payments, multiplied by the Class S Notes Ratio computed for such Monthly Payment Date;

“**Class S Notes Amortisation Basis**” means:

- (a) on any Monthly Payment Date relating to a Reference Period falling within the Replenishment Period, the Outstanding Amount of the Class S Notes, the Expected Maturity Date of which corresponds to such Monthly Payment Date; or
- (b) on any Monthly Payment Date relating to a Reference Period not falling within the Replenishment Period and falling within the Amortisation Period, the positive difference between:
  - (i) the Investor Notes Monthly Amortisation Basis; and
  - (ii) the sum of:
    - (aa) the Investor Notes Amortisation Amount; and
    - (bb) the Class R Notes Amortisation Amount;
- (c) on any Monthly Payment Date relating to a Reference Period which does not fall within the Replenishment Period, in the Amortisation Period and in the Accelerated Amortisation Period, the positive difference between:
  - (i) the Investor Notes Monthly Amortisation Basis; and
  - (ii) the Class R Notes Amortisation Amount;
- (d) on any other Monthly Payment Date, zero;

“**Class S Notes Initial Principal Amount**” means, on the Issuer Establishment Date, €91,700,000;

“**Class S Notes Interest Amount**” means, on any Monthly Payment Date, the sum of all the Class S<sub>20xx-y</sub> Notes Interest Amounts as at such Monthly Payment Date;

“**Class S Notes Issue Amount**” means:

- (a) on any Monthly Payment Date which is a Series Notes Issue Date, the product between:
  - (i) the Class S Notes Subordination Ratio on such Series Notes Issue Date; and
  - (ii) the Short Term Revolving Notes Issue Amount on such Series Notes Issue Date; and
- (b) on any Monthly Payment Date which is not a Series Notes Issue Date, the greater of:
  - (1) the product between:
    - (i) the Class S Notes Subordination Ratio divided by one (1) minus the Class A Notes Required Credit Enhancement Ratio; and
    - (ii) the Short Term Revolving Notes Outstanding Amount as of the immediately preceding Monthly Payment Date, less the Short Term Revolving Notes Amortisation Amount on such Monthly Payment Date;
  - (2) the product between:
    - (i) the Class S Notes Subordination Ratio; and
    - (ii) the Short Term Revolving Notes Outstanding Amount as of the immediately preceding Monthly Payment Date, less the Short Term Revolving Notes Amortisation Amount on such Monthly Payment Date, plus the positive difference between:
      - (aa) the sum of:
        - (w) the Monthly Receivables Purchase Amount applicable to the Production of Eligible Receivables;
        - (x) the Short Term Revolving Notes Amortisation Amount; and
        - (y) the sum of all the Series<sub>20xx-y</sub> Clean-Up Call Amounts as of such Monthly Payment Date; and
        - (z) if such monthly payment date is a Series<sub>20xx-y</sub> Effective Maturity Date, the Class D Notes Amortisation Amount on such Monthly Payment Date; and
      - (bb) the Available Replenishment Basis as at such Monthly Payment Date;

“**Class S Notes Outstanding Amount**” means:

- (a) on the first Monthly Payment Date:
  - (i) the Class S Notes Initial Principal Amount, less
  - (ii) the Class S Notes Amortisation Amount as at such Monthly Payment Date, plus
  - (iii) the Class S Notes Issue Amount; and
- (b) on any subsequent Monthly Payment Date:

- (i) the Class S Notes Outstanding Amount as of the immediately preceding Monthly Payment Date, less
- (ii) the Class S Notes Amortisation Amount as at such Monthly Payment Date, plus
- (iii) the Class S Notes Issue Amount;

“**Class S Notes Ratio**” means, in respect of a Monthly Payment Date, the ratio of:

- (a) the Class S Notes Outstanding Amount as of the preceding Monthly Payment Date, to
- (b) the sum as of such preceding Monthly Payment Date of:
  - (i) the Class B Notes Outstanding Amount; and
  - (ii) the Class S Notes Outstanding Amount;

“**Class S Notes Senior Interest Amount**” means, on any Monthly Payment Date during the Accelerated Amortisation Period, the sum of all Class S<sub>20xx-y</sub> Notes Senior Interest Amounts as at such Monthly Payment Date;

“**Class S Notes Senior Interest Ratio**” means, on any Monthly Payment Date during the Accelerated Amortisation Period, the ratio equal to the Class B Notes Senior Interest Ratio on such Monthly Payment Date;

“**Class S Notes Subordination Ratio**” means, on any Monthly Payment Date:

- (a) the Class A Notes Required Credit Enhancement Ratio as at such Monthly Payment Date, minus
- (b) the Class B Notes Required Credit Enhancement Ratio as at such Monthly Payment Date;

“**Class S Notes Subscription Agreement**” means the agreement entered into on or about the Closing Date between the Management Company, the Depository and the Subscriber;

“**Class S<sub>20xx-y</sub> Noteholder**” means any holder of Class S<sub>20xx-y</sub> Notes;

“**Class S<sub>20xx-y</sub> Notes**” means any Class S Notes, issued in year “20xx” and corresponding to the Series number “y” of such year;

“**Class S<sub>20xx-y</sub> Notes Amortisation Amount**” means, on any Monthly Payment Date, the Class S Notes Amortisation Amount;

“**Class S<sub>20xx-y</sub> Notes Interest Amount**” has the meaning ascribed to it under the Issuer Regulations;

“**Class S<sub>20xx-y</sub> Notes Interest Margin**” means 0.60 per cent. or any other percentage agreed upon from time to time by the Management Company and the Depository, provided that, Standard and Poor’s has confirmed that any such other percentage does not result in the downgrading of the then current rating assigned to the Rated Notes;

“**Class S<sub>20xx-y</sub> Notes Interest Rate**” has the meaning ascribed to it under the Issuer Regulations;

“**Class S<sub>20xx-y</sub> Notes Issue Amount**” means, on the Monthly Payment Date on which such Class S<sub>20xx-y</sub> Notes are issued, the Class S Notes Issue Amount as at such Monthly Payment Date;

“**Class S<sub>20xx-y</sub> Notes Issue Date**” means, in respect of any Class S<sub>20xx-y</sub> Note, the Monthly Payment Date on which such Class S<sub>20xx-y</sub> Note is issued;

“**Class S<sub>20xx-y</sub> Notes Legal Maturity Date**” means, in respect of Class S<sub>20xx-y</sub> Notes, 18 October 2026;

“**Class S<sub>20xx-y</sub> Notes Outstanding Amount**” means, on any Monthly Payment Date, the Class S Notes Outstanding Amount as at such Monthly Payment Date;

“**Class S<sub>20xx-y</sub> Notes Senior Interest Amount**” means, on any Monthly Payment Date during the Accelerated Amortisation Period, an amount equal to the product of:

- (a) the Class S<sub>20xx-y</sub> Notes Interest Amount; and
- (b) the Class S Notes Senior Interest Ratio,

in each case as at such Monthly Payment Date;

“**Class T Noteholder**” means any holder of Class T Notes;

“**Class T Notes**” means the subordinated floating rate notes issued or to be issued by the Issuer, according to the Issuer Regulations, in accordance with Articles L. 214–43 to L. 214–49 of the French Monetary and Financial Code;

“**Class T Notes Amortisation Amount**” means:

- (a) on any Monthly Payment Date relating to a Reference Period not falling within the Accelerated Amortisation Period and as long as the Class T Notes are not amortised in full, the smaller of:
  - (i) the Class T Notes Outstanding Amount as of the preceding Monthly Payment Date; and
  - (ii) the Class T Notes Amortisation Basis as at such Monthly Payment Date; and
- (b) on each Monthly Payment Date relating to a Reference Period falling within the Accelerated Amortisation Period, the smaller amount between:
  - (i) the Class T Notes Outstanding Amount on the immediately preceding Monthly Payment Date; and
  - (ii) the credit balance of the General Collection Account after payment of the interest payable to the Noteholders under the Class A Notes, the Class B Notes, the Class C Notes, the Class R Notes, the Class S Notes and the Class T Notes and payment of principal payable to:
    - (aa) the Class A Noteholders under the Class A Notes and the Class R Noteholders under the Class R Notes; and
    - (bb) the Class B Noteholders under the Class B Notes and the Class S Noteholders under the Class S Notes,as calculated in accordance with the provisions of the relevant Priority of Payments, multiplied by the Class T Notes Ratio computed for such Monthly Payment Date;

“**Class T Notes Amortisation Basis**” means:

- (a) on any Monthly Payment Date relating to a Reference Period falling within the Replenishment Period, the Outstanding Amount of the Class T Notes, the Expected Maturity Date of which corresponds to such Monthly Payment Date; or
- (b) on any Monthly Payment Date relating to a Reference Period not falling within the Replenishment Period and falling within the Amortisation Period, the positive difference between:
  - (i) the Investor Notes Monthly Amortisation Basis; and
  - (ii) the sum of:
    - (aa) the Investor Notes Amortisation Amount;
    - (bb) the Class R Notes Amortisation Amount; and

- (cc) the Class S Notes Amortisation Amount;
- (c) on any Monthly Payment Date relating to a Reference Period which does not fall within the Replenishment Period, in the Amortisation Period and in the Accelerated Amortisation Period, the positive difference between:
  - (i) the Investor Notes Monthly Amortisation Basis; and
  - (ii) the sum of:
    - (aa) the Class R Notes Amortisation Amount; and
    - (bb) the Class S Notes Amortisation Amount;
- (d) on any other Monthly Payment Date, zero;

“**Class T Notes Initial Principal Amount**” means €84,100,000;

“**Class T Notes Interest Amount**” means, on any Monthly Payment Date, the sum of all the Class T<sub>20xx-y</sub> Notes Interest Amounts as at such Monthly Payment Date;

“**Class T Notes Issue Amount**” means:

- (a) on any Monthly Payment Date which is a Series Notes Issue Date, the product between:
  - (i) the Class T Notes Subordination Ratio on such Series Notes Issue Date; and
  - (ii) the Short Term Revolving Notes Issue Amount on this given Series Notes Issue Date;
- (b) on any Monthly Payment Date which is not a Series Notes Issue Date, the greater of:
  - (1) the product between:
    - (i) the Class T Notes Subordination Ratio divided by one (1) minus the Class A Notes Required Credit Enhancement Ratio; and
    - (ii) the Short Term Revolving Notes Outstanding Amount as of the immediately preceding Monthly Payment Date, less the Short Term Revolving Notes Amortisation Amount on such Monthly Payment Date;
  - (2) the product between:
    - (i) the Class T Notes Subordination Ratio; and
    - (ii) the Short Term Revolving Notes Outstanding Amount as of the immediately preceding Monthly Payment Date, less the Short Term Revolving Notes Amortisation Amount on such Monthly Payment Date, plus the positive difference between:
      - (aa) the sum of:
        - (w) the Monthly Receivables Purchase Amount applicable to the Production of Eligible Receivables;
        - (x) the Short Term Revolving Notes Amortisation Amount; and
        - (y) the sum of all the Series<sub>20xx-y</sub> Clean-Up Call Amounts, as at such Monthly Payment Date; and

(z) if such monthly payment date is a Series<sub>20xx-y</sub> Effective Maturity Date, the Class D Notes Amortisation Amount on such Monthly Payment Date; and

(bb) the Available Replenishment Basis as at such Monthly Payment Date;

“**Class T Notes Outstanding Amount**” means:

(a) on the first Monthly Payment Date:

- (i) the Class T Notes Initial Principal Amount, less
- (ii) the Class T Notes Amortisation Amount as at such Monthly Payment Date, plus
- (iii) the Class T Notes Issue Amount; and

(b) on any subsequent Monthly Payment Date:

- (i) the Class T Notes Outstanding Amount as of the immediately preceding Monthly Payment Date, less
- (ii) the Class T Notes Amortisation Amount as at such Monthly Payment Date, plus
- (iii) the Class T Notes Issue Amount;

“**Class T Notes Ratio**” means, in respect of a Monthly Payment Date, the ratio of:

(a) the Class T Notes Outstanding Amount as of the preceding Monthly Payment Date, to

(b) the sum as of such preceding Monthly Payment Date of:

- (i) the Class C Notes Outstanding Amount; and
- (ii) the Class T Notes Outstanding Amount;

“**Class T Notes Subordination Ratio**” means, on any Monthly Payment Date, the Class B Notes Required Credit Enhancement Ratio as at such Monthly Payment Date;

“**Class T Notes Subscription Agreement**” means the agreement entered into on or about the Closing Date between the Management Company, the Depository and the Subscriber;

“**Class T<sub>20xx-y</sub> Notes**” means any Class T Notes, issued in year “20xx” and corresponding to the Series number “y” of such year;

“**Class T<sub>20xx-y</sub> Noteholder**” means any holder of Class T<sub>20xx-y</sub> Notes;

“**Class T<sub>20xx-y</sub> Notes Amortisation Amount**” means, on any Monthly Payment Date, the Class T Notes Amortisation Amount;

“**Class T<sub>20xx-y</sub> Notes Interest Amount**” has the meaning ascribed to it under the Issuer Regulations;

“**Class T<sub>20xx-y</sub> Notes Interest Margin**” means 2.50 per cent. or any other percentage agreed upon from time to time by the Management Company and the Depository, provided that the Rating Agencies have confirmed that any such other percentage does not result in the downgrading of the then current rating assigned to the Rated Notes;

“**Class T<sub>20xx-y</sub> Notes Interest Rate**” has the meaning ascribed to it under the Issuer Regulations;

“**Class T<sub>20xx-y</sub> Notes Issue Amount**” means, on the Monthly Payment Date on which such Class T<sub>20xx-y</sub> Notes are issued, the Class T Notes Issue Amount as at such Monthly Payment Date;

“**Class T<sub>20xx-y</sub> Notes Issue Date**” means, in respect of any Class T<sub>20xx-y</sub> Note, the Monthly Payment Date on which such Class T<sub>20xx-y</sub> Note is issued;

“**Class T<sub>20xx-y</sub> Notes Legal Maturity Date**” means, in respect of Class T<sub>20xx-y</sub> Notes, the date specifically referred to in the relevant Issue Document in respect of such Class T<sub>20xx-y</sub> Notes;

“**Class T<sub>20xx-y</sub> Notes Outstanding Amount**” means, on any Monthly Payment Date, the Class T Notes Outstanding Amount as at such Monthly Payment Date;

“**Clean-Up Offer**” means, pursuant to the Master Receivables Purchase Agreement and upon the occurrence of an Issuer Liquidation Event, the offer of the Management Company, acting in the name and on behalf of the Issuer, to the Seller, to repurchase in whole but not in part all the remaining outstanding Transferred Receivables (together with their Ancillary Rights, if any) within a single transaction subject to the Clean Up Condition. Any such repurchase shall be carried out at market value only if all claims of the all Noteholders can be satisfied.

“**Clean-Up Condition**” means, in respect of any Series, on any Monthly Payment Date, the condition that is satisfied if:

- (a) the Seller (i) has notified the Management Company 15 Business Days before such Monthly Payment Date of its intention to exercise its option pursuant to the provisions of the Issuer Regulations; and (ii) subscribes, or causes the subscription of the Short Term Notes and/or the Series issued on such Monthly Payment Date provided that the aggregate amount of such issuances shall be at least equal to the Series Clean-Up Call Amount; and
- (b) (i) on the immediately preceding Monthly Payment Date, the Series Outstanding Amount was less than 10 per cent. of the Series Issue Amount; or (ii) such Monthly Payment Date corresponds to the Series Expected Maturity Date.

“**Clean-Up Call Amount**” means, in respect of a Series for which at least one Class A Note or Class B Note or Class C Note is amortising and has not been fully redeemed, on any Monthly Payment Date relating to a Reference Period falling within the Amortisation Period and on which the Series Clean-Up Call Condition is satisfied, an amount equal to the positive difference between:

- (a) the Series Outstanding Amount on the immediately preceding Monthly Payment Date; and
- (b) the product of:
  - (i) the relevant Series Ratio computed for such Monthly Payment Date; and
  - (ii) the Investor Notes Monthly Amortisation Basis on such Monthly Payment Date.

“**Clearing Systems**” means Euroclear and Clearstream Banking;

“**Clearstream Banking**” means Clearstream Banking, *société anonyme*, a limited liability company organised under Luxembourg law, as well as its successors and assigns;

“**Closing Date**” means 9 October 2007;

“**Collected Income**” means, on any Calculation Date preceding a Monthly Payment Date, the sum of:

- (a) the Available Collections in respect of the Reference Period relating to such Monthly Payment Date; and
- (b) the Financial Income on such Calculation Date; and
- (c) the Subsidised Interest Instalment Amounts payable or paid in respect of the relevant Reference Period;

less:

- (i) if the Reference Period falls within the Revolving Period, the Replenishment Basis applicable to such Reference Period; or
- (ii) if the Reference Period falls within the Amortisation Period, the difference between:
  - (a) the Investor Notes Monthly Amortisation Basis applicable to such Reference Period; and
  - (b) on the Monthly Payment Date immediately following the first Reference Period not falling within the Replenishment Period but falling within the Amortisation Period, the Residual Replenishment Basis as of the immediately preceding Monthly Payment Date;

“**Collection Date**” means, in respect of any Transferred Receivable, any day on which the relevant Borrower pays Collections and any other amounts due to the Issuer into any Servicer Collection Account;

“**Collections**” means, with respect to any Transferred Receivable:

- (a) all cash collections and other cash proceeds (including without limitation bank transfers, wire transfers, cheques, bills of exchange and direct debits) relating to such Transferred Receivable as received from the relevant Borrower or other third parties as insurers or guarantors, and including all amounts of principal and interest, deferred amounts, fees, penalties, late-payment indemnities, amounts paid by the insurance companies as insurance indemnities; and
- (b) all Recoveries and Non-Compliance Payments and Re-transferred Amounts relating to such Transferred Receivable;

“**Commingling Reserve Account**” means the bank account opened by the Issuer with the Issuer Account Bank on which the Commingling Reserve Fund is deposited;

“**Commingling Reserve Account Agreement**” means the bank account agreement opened by the Issuer with the Issuer Account Bank;

“**Commingling Reserve Cash Collateral Agreement**” means the cash collateral agreement entered into on or prior to the Issuer Establishment Date between the Servicer and the Management Company and the Depository, pursuant to which the Servicer agreed to deposit the Commingling Reserve Fund by way of a *remise d'espèces à titre de garantie* pursuant to Article L. 431-7 of the French Monetary and Financial Code with the Issuer as security for its obligation to transfer Collections to the Issuer, as amended from time to time;

“**Commingling Reserve Fund**” means, at any times, the cash deposited by the Servicer by way of a *remise d'espèces à titre de garantie* pursuant to Article L. 431-7 of the French Monetary and Financial Code and credited to the Commingling Reserve Account, in accordance with the provisions of the Commingling Reserve Cash Collateral Agreement;

“**Commingling Reserve Rating Condition**” means a condition that is satisfied if the unsecured, unsubordinated and unguaranteed short-term obligations of the Servicer are rated higher than or equal to A-2 by Standard & Poor's and P2 by Moody's;

“**Commingling Reserve Required Level**” means:

- (a) on the Closing Date and on any Calculation Date on which the Commingling Reserve Rating Condition is satisfied, zero; and
- (b) on any Calculation Date on which the Commingling Reserve Rating Condition is not satisfied, an amount as calculated by the Management Company as being equal to:



$$\frac{\max([25\%], [1.3] \times k)}{12} \times A + [0.75\%] \times B + C$$

where:

“k” is the available average of the annual prepayment rates as calculated by the Management Company on the last 12 Calculation Dates;

“A” is an amount equal to the Performing Receivables Principal Outstanding Balance as of the Cut-Off Date relating to such Calculation Date;

“B” is an amount equal to the Collections due and payable by the Borrowers to the Seller in respect of all Performing Receivables (including the Production of Eligible Receivables to be transferred on the following Monthly Payment Date), excluding any balloon payments resulting from Auto Loan With Balloon Payment, during the next Reference Period; and

“C” is an amount equal to the balloon payments of all Auto Loan With Balloon Payments the respective scheduled final payment dates of which fall within the next Reference Period;

For the purpose of calculating the Commingling Reserve Required Level applicable on the date, if any, on which the Commingling Reserve Rating Condition becomes not satisfied, the amounts “A”, “B” and “C” above will refer to amounts as at the immediately preceding Calculation Date.

“**Complementary Subsidy Interest**” means, in respect of a Transferred Receivable, the amount of subsidised interest determined on the relevant Auto Loan Effective Date calculated in order for such Transferred Receivables to respect the Eligibility Criteria relative to the minimum margin and to be paid on each Instalment Due Date by the Seller to the Issuer, if applicable;

“**Computer File**” means the electronic file setting out the Production of Eligible Receivables relating to the relevant Transfer Date substantially in the form attached to the Master Receivables Transfer Agreement, delivered by the Seller to the Management Company on each Monthly Payment Date relating to a Cut-Off Date in respect of which a Transfer Offer is issued as attached to the relevant Transfer Document;

“**Conditions**” means the terms and conditions of the Class A<sub>1-2007-1</sub> Notes and/or the terms and conditions of the Class B<sub>-2007-1</sub> Notes;

“**Conditions Precedent**” means the conditions precedent set out in the Master Receivables Transfer Agreement;

“**Confidential Information**” means any information relating to the commercial activities, the financial situation or any other matter of a confidential nature concerning any party to the Issuer Transaction Documents and any information relating to the personal details of any Borrower, and communicated to any other party to the Issuer Transaction Documents, whether the said information has been communicated to it during the performance of its obligations under the Issuer Transaction Documents or otherwise;

“**Consumer Credit Legislation**” means the statutory consumer protection provisions of the German Civil Code applying to loan agreements with individuals who qualify as consumers within the meaning of Section 13 of the German Civil Code;

“**Contractual Documents**” means, with respect to any Receivable, any document or contract between the Seller and a Borrower, from which that Receivable arises, including the relevant Auto Loan Agreement, the application for the Auto Loan Agreement, negotiable instruments issued in respect of any Receivable as the case may be, and general or particular terms and conditions;

“**Cut-Off Date**” means, in respect of a Reference Period, the last calendar day of such Reference Period and, in respect of the first Reference Period after the Closing Date, 30 September 2007. Any reference to a Calculation

Date, Information Date, Monthly Payment Date or Transfer Date relating to a given Cut-Off Date shall be a reference to the last calendar day of the calendar month preceding such Calculation Date, Information Date, Monthly Payment Date or Transfer Date;

“**Data Release Event**” means any of the following events:

- (a) termination of the appointment or resignation by the Servicer under the Servicing Agreement;
- (b) a release of the relevant data being necessary for the Issuer to pursue legal actions to properly enforce or realise any Transferred Receivable, provided that the Issuer will be acting through a substitute servicer; or
- (c) the pursuit of legal actions by the Servicer to enforce, realise or preserve the Transferred Receivables or other claims and rights under the underlying Auto Loan Agreement being inadequate;

“**Data Trust Agreement**” means the German law governed data trust agreement executed on or before the Issuer Establishment Date between the Seller, the Issuer and the Data Trustee pursuant to which the Data Trustee has agreed to hold the Decoding Key for the encrypted data provided to the Issuer, as amended from time to time.

“**Data Trustee**” means Ernst & Young, acting in its capacity as data trustee pursuant to the Data Trust Agreement and any successor thereof;

“**Decoding Key**” means in respect of the Transferred Receivables and the related encoded information delivered to the Issuer pursuant to the Master Receivables Transfer Agreement matching information that allows for the decoding of the encoded information to the extent necessary to identify the respective assigned Transferred Receivables in accordance with the principles of German property laws (in particular in accordance with the requirement of sufficient identification of transferred rights and assets (*sachenrechtlicher Bestimmtheitsgrundsatz*), which information shall include the name and address of the relevant Borrower, the amount owed under each Transferred Receivable and all further information required to clearly identify the relevant Transferred Receivables;

“**Defaulted Receivables**” means any Transferred Receivable in respect of which:

- (a) an Instalment remains unpaid by the Borrower for at least 180 calendar days after the corresponding Instalment Due Date; or
- (b) the balance of the Borrower Ledger relating to this Transferred Receivable is negative after 62 calendar days following the date of the sending of the termination letter (pursuant the German regulation); or
- (c) in accordance with the Servicing Procedures, the servicing of the loan has been transferred to a recovery provider; or
- (d) the related Vehicle financed by the relevant Auto Loan Agreement has been repossessed by the Servicer; or
- (e) the Auto Loan Agreement is written off or is terminated;

“**Defaulted Swap Counterparty Termination Amount**” means the amount payable in accordance with the terms of the Issuer Swap Agreement, upon termination of such agreement following the occurrence of an “Event of Default” (as defined in the Issuer Swap Agreement) or an “Additional Termination Event” (as defined in the Issuer Swap Agreement), in respect of which the Issuer Swap Counterparty is the “Defaulting Party” (as defined in the Issuer Swap Agreement) or, in the case of an “Additional Termination Event”, where the “Additional Termination Event” results from a downgrade of any of the ratings of the Relevant Entity;

“**Delinquencies Ledger**” means each ledger maintained by the Servicer that records overdue payments of Payable Principal Amounts, Payable Interest Amounts and amounts of Other Receivable Income in relation each Transferred Receivable;

“**Delinquencies Ledgers Decrease**” means, on a Calculation Date, the positive difference between:

- (a) the aggregate of the balances of the Delinquencies Ledgers in respect of the Performing Receivables as of the preceding Cut-Off Date; and
- (b) the aggregate of the balances of the Delinquencies Ledgers in respect of the Performing Receivables as of the Cut-Off Date relating to such Calculation Date;

“**Delinquencies Ledgers Increase**” means, on a Calculation Date, the positive difference between:

- (a) the aggregate of the balances of the Delinquencies Ledgers in respect of the Performing Receivables as of the Cut-Off Date relating to such Calculation Date; and
- (b) the aggregate of the balances of the Delinquencies Ledgers in respect of the Performing Receivables as of the preceding Cut-Off Date;

“**Delinquent Receivables**” means any Transferred Receivables,

- (a) which is not a Defaulted Receivables,
- (b) of which the unpaid outstanding amount recorded in the relevant Delinquencies Ledger is more than the Permitted Threshold, and
- (c) which the unpaid outstanding amount recorded the relevant Delinquencies Ledger is equal to or greater than the last scheduled Instalment of such Transferred Receivables;

“**Demonstration Car**” means any vehicle which has been registered by the dealer for use as showroom or demonstration car which, on its date of purchase by the Borrower, has at the most been registered for 12 months;

“**Depository**” means RCI Banque, acting in its capacity as Depository of the Issuer pursuant to the Issuer Regulations and any successor thereof;

“**Effective Yield**” means, in respect of any Transferred Receivable and of any Reference Period, the sum of:

- (a) the nominal interest rate, expressed as a percentage, of such Transferred Receivable as set out in the relevant Auto Loan Agreement; and
- (b) the ratio, expressed as a percentage, of:
  - (i) the sum of the Subsidised Interest Instalment Amount (if any) in respect of the relevant Reference Period and of the relevant Transferred Receivable multiplied by 12, to
  - (ii) the Principal Outstanding Balance of the relevant Transferred Receivable as of the preceding Cut-Off Date;

“**Eligible Bank**” means a credit institution duly licensed therefore under the laws and regulations of France or of any other Member State of the European Economic Area (*Espace Economique Européen*), the short term unsecured, unsubordinated and unguaranteed debt obligations of which are rated at least “P-1” by Moody's and “A-1” by Standard & Poor's;

“**Eligibility Criteria**” means the criteria set out in section entitled “THE AUTO LOAN AGREEMENTS AND THE RECEIVABLES”;

“**Eligible Receivable**” means a Receivable that complies with all the Eligibility Criteria on the Cut-Off Date relating to the relevant Transfer Date;

“**Eligible Servicer Collection Account Bank**” means a credit institution duly licensed therefore under the laws and regulations of France or of any other Member State of the European Economic Area (*Espace Economique*

*Européen*), the short term unsecured, unsubordinated and unguaranteed debt obligations of which are rated at least “P-1” by Moody's and “A-2” by Standard & Poor's;

“**Eligible Swap Counterparty**” means, an entity which has the Required Ratings;

“**EURIBOR**” means, in relation to the Notes in respect of a Monthly Payment Date and as determined on the second Business Day preceding such Monthly Payment Date (the “**Determination Date**”) and the corresponding Interest Period:

- (a) the arithmetic mean of the offered quotations to prime banks (rounded to four decimal places with the mid-point rounded up) for euro deposits in the Euro-Zone interbank market for the relevant period which appear on Reuters Markets Monitor page EURIBOR 01 (or such other page as may replace Reuters Markets Monitor page EURIBOR 01 for the purpose of displaying such information or, if that service ceases to display such information, such page as displays such information on such equivalent service or, if more than one, that one which is approved in writing by the Paying Agents to replace Reuters Markets Monitor page EURIBOR 01 (the “**Screen Rate**”), at or about 11.00 a.m. (Brussels time) on the relevant Determination Date; or
- (b) if the Screen Rate is unavailable at such time, then the rate for the relevant Interest Period shall be the arithmetic mean (rounded to four decimal places with the mid-point rounded up) of the rates notified to the Management Company at its request by the principal Euro-Zone office of each of four major banks selected by it with offices in the Euro-Zone interbank market (together the “Reference Banks”) as at the rate at which euro deposits in a representative amount for the relevant period are offered by that Reference Bank to prime banks in the Euro-Zone interbank market at or about 11.00 a.m. (Brussels time) on the relevant Determination Date assuming an actual/360 day count basis. If on any such Determination Date, two only of the Reference Banks provide such offered quotations to the Management Company the relevant rate shall be determined, as aforesaid, on the basis of the offered quotations of those Reference Banks providing such quotations. If, on any such Determination Date, one only or none of the Reference Banks provides the Management Company with such an offered quotation, the EURIBOR for the Interest Period in question shall be the Reserve Interest Rate. The “Reserve Interest Rate” shall be the arithmetic mean of the rates quoted to the Management Company by major banks in the Euro-Zone selected by the Management Company at or about 11.00 a.m. (Brussels time) on the relevant Determination Date for deposits in euro to leading European Banks for the relevant period in an amount that is representative for a single transaction in the relevant market at the relevant time;

“**Euro**”, “euro”, “€” or “**EUR**” means the single currency unit of the member States of the European Union that have adopted the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March 1957) and amended by the Treaty on the European Union (signed in Maastricht on 7 February 1992);

“**Euroclear**” means Euroclear France S.A. as central depository and Euroclear Bank S.A./N.V. as operator of the Euroclear system;

“**Expected Maturity Date**” means:

- (a) in respect of each Class R<sub>20xx-y</sub> Note, the Monthly Payment Date specified in the relevant Final Terms to be the date on which such Class R<sub>20xx-y</sub> Note is expected to mature which shall be, in respect of any Class R<sub>20xx-y</sub> Note, no later than the earlier of:
  - (i) the 4<sup>th</sup> Monthly Payment Date following the Monthly Payment Date on which such Class R<sub>20xx-y</sub> Note was issued; and

- (ii) the next contemplated Series Notes Issue Date following the Monthly Payment Date on which such Class R<sub>20xx-y</sub> Note is issued as notified by the Seller to the Management Company;  
if the Reference Period relating to such Monthly Payment Date falls within the Replenishment Period;
- (b) in respect of each Class S<sub>20xx-y</sub> Note: the Monthly Payment Date immediately following the Monthly Payment Date on which such Class S<sub>20xx-y</sub> Note was issued, if the Reference Period relating to such Monthly Payment Date falls within the Replenishment Period; and
- (c) in respect of each Class T<sub>20xx-y</sub> Note, the Monthly Payment Date immediately following the Monthly Payment Date on which such Class T<sub>20xx-y</sub> Note was issued, if the Reference Period relating to such Monthly Payment Date falls within the Replenishment Period;

“**File**” means, with respect to any Transferred Receivable:

- (a) all agreements, correspondence, notes, instruments, books, books of account, registers, records and other information and documents (including, without limitation, computer programmes, tapes or discs) in possession of the Seller or delivered by the Seller to the Servicer, if applicable; and
- (b) the Contractual Documents,

relating to the said Transferred Receivable and to the corresponding Borrower;

“**Final Redemption Date**”:

- (a) with respect to the Class A<sub>1-2007-1</sub> Notes has the meaning given thereto in Condition 4 of the Class A<sub>1-2007-1</sub> Notes; and
- (b) with respect to the Class B<sub>2007-1</sub> Notes has the meaning given thereto in Condition 4 of the Class B<sub>2007-1</sub> Notes;

“**Final Terms**” means, with respect to any issue of Class R Notes under the Class R Notes Issuance Prospectus, the document issued specifying the relevant issue details of such Class R Notes, in respect of Class R Notes to be admitted to trading on the Luxembourg Stock Exchange or on any Regulated Market and/or offered to the public in a Member State of the European Economic Area in the relevant form set out in the Class R Notes Issuance Prospectus;

“**Financial Income**” means, on any given Calculation Date, any interest amount or income accrued on the Issuer Available Cash to be received between the immediately preceding Monthly Payment Date (included) and the immediately following Monthly Payment Date (excluded);

“**FSMA**” means the Financial Services and Markets Act, 2000 of the United Kingdom;

“**General Collection Account**” means the bank account opened by the Issuer with the Issuer Account Bank;

“**General Reserve Account**” means the bank account opened by the Issuer with the Issuer Account Bank;

“**General Reserve Deposit Agreement**” means the deposit agreement entered into on the Issuer Establishment Date by the Management Company, the Depository, the Seller, the Issuer Account Bank and Issuer Cash Manager, as amended from time to time;

“**General Reserve Estimated Balance**” means, on any Calculation Date, the amount determined by the Management Company and corresponding to the estimated credit balance of the General Reserve Account following the application of the relevant Priority of Payments on the Monthly Payment Date immediately following such Calculation Date, but excluding any further deposit (or commitment to deposit) that the Seller may make from time to time into the General Reserve Account;

“**General Reserve Required Level**” means, on any Monthly Payment Date and until the amortisation in full of the Class A<sub>i-20xx-y</sub> Notes of all Series<sub>20xx-y</sub>, the Class B<sub>20xx-y</sub> Notes of all Series<sub>20xx-y</sub>, the Class R Notes and the Class S Notes, an amount equal to the product of:

- (a) 0.20 per cent.; and
- (b) the maximum amount of the aggregate Principal Outstanding Balance of Performing Receivables in respect of any Cut-Off Date since the Closing Date;

“**German Account Pledge Agreement**” means the German law governed account pledge agreement entered into on or about the Issuer Establishment Date between the Management Company, the Depository and the Servicer (as pledgor) pursuant to which the Servicer Collection Account is pledged in favour of the Issuer in order to secure all claims arising under or in connection with the Master Receivables Transfer Agreement and the Servicing Agreement;

“**Information Date**” means the 3<sup>rd</sup> Business Day of a calendar month. On each Information Date, the Servicer shall provide the Management Company with the Monthly Report with respect to the preceding Reference Period;

“**Initial Loan To Price**” means for any given Auto Loan the quotient, expressed as a percentage, obtained by dividing the initial Principal Outstanding Balance of that Auto Loan by the sale price of the Vehicle the acquisition of which is financed by that Auto Loan;

“**Insolvent**” means, in relation to any French person or entity, any of the following situations:

- (a) an alert procedure (*procédure d’alerte*) regarding the early detection of potential financial difficulties is initiated against the relevant person or entity pursuant to the *Titre Premier du Livre VI* of the French Commercial Code, which may result in an interruption of its activities and a voluntary arrangement (*règlement amiable*) between the relevant person or entity and its creditors; or
- (b) the relevant person or entity (i) becomes insolvent or is unable to pay its debts as they become due (*cessation des paiements*), or (ii) institutes or has instituted against it a proceeding seeking a judgement for its safeguard (*sauvegarde*) or a judgement for its bankruptcy (*redressement judiciaire*) or a judgement for its liquidation (*liquidation judiciaire*);

“**Instalment**” means, with respect to each Auto Loan Agreement, each scheduled payment of principal and interest thereunder including any balloon payment;

“**Instalment Due Date**” means in respect of any Instalment, the date on which it is due and payable under the relevant Auto Loan Agreement;

“**Insurance Policy**” means, in respect of a Receivable, any insurance policy (under a group policy) entered into by the relevant Borrower, which secures the payment of the corresponding Receivable, including in particular, residual debt insurance policies (*Restschuldversicherungen*) covering death and incapacity to work (*Arbeitsunfähigkeit*), insurance policies covering unemployment (*Arbeitslosigkeitsversicherung*), GAP insurances or any other insurances of a Borrower which are - if entered into - financed by the relevant Auto Loan Agreement;

“**Insurance Premium**” means, in respect of a Receivable, each insurance premium payable by the Borrower under a Insurance Policy which is financed by the relevant Auto Loan Agreement;

“**Interest Determination Date**” is a day which is two Business Days preceding the first day of each Interest Period;

“**Interest Period**” means, in relation to the Offered Notes, each period defined as such in Condition 3(a);

**“Interest Rate Swap Incoming Cashflow”** means, on any Monthly Payment Date, the sum of the Floating Amounts (as defined in the Issuer Swap Agreement) payable to the Issuer by the Issuer Swap Counterparty under the Issuer Swap Agreement;

**“Interest Rate Swap Net Cashflow”** means, on any Monthly Payment Date, the difference between the Interest Rate Swap Incoming Cashflow and the Interest Rate Swap Outgoing Cashflow; if the Interest Rate Swap Net Cashflow is negative, it will be paid by the Issuer to the Issuer Swap Counterparty and if the Interest Rate Swap Net Cashflow is positive, it will be paid by the Issuer Swap Counterparty to the Issuer;

**“Interest Rate Swap Outgoing Cashflow”** means, on any Monthly Payment Date, the sum of the Fixed Amounts (as defined in the Issuer Swap Agreement) payable by the Issuer to the Issuer Swap Counterparty under the Issuer Swap Agreement;

**“Investor Notes”** means the Class A Notes, the Class B Notes and the Class C Notes;

**“Investor Notes Amortisation Amount”** means, on any Monthly Payment Date, the sum of the Class A Notes Amortisation Amount, the Class B Notes Amortisation Amount and the Class C Notes Amortisation Amount as at such Monthly Payment Date;

**“Investor Notes Initial Principal Amount”** means, on any Monthly Payment Date, the sum of the Class A Notes Initial Principal Amount, the Class B Notes Initial Principal Amount and the Class C Notes Initial Principal Amount;

**“Investor Notes Interest Amount”** means, on a given Monthly Payment Date, the sum of the Class A Notes Interest Amount, the Class B Notes Interest Amount and the Class C Notes Interest Amount, as at such Monthly Payment Date;

**“Investor Notes Issue Amount”** means on the Closing Date and on any Monthly Payment Date thereafter, the sum of the Class A Notes Issue Amount, the Class B Notes Issue Amount and the Class C Notes Issue Amount as at the Closing Date or such Monthly Payment Date;

**“Investor Notes Monthly Amortisation Basis”** means:

- (a) on any Monthly Payment Date relating to a Reference Period neither falling within the Revolving Period, nor within the Accelerated Amortisation Period: the sum of:
  - (i) the amount of principal that has become payable in respect of the Performing Receivables during the Reference Period relating to such Monthly Payment Date;
  - (ii) the amount of principal of the Performing Receivables that have been prepaid during such Reference Period; and
  - (iii) the amount of all Non-Compliance Payments paid during such Reference Period and allocated to the repayment of principal under the Performing Receivables; and
  - (iv) the Principal Outstanding Balance of the Performing Receivables that have become Defaulted Receivables during such Reference Period; and
  - (v) on the Monthly Payment Date immediately following the first Reference Period not falling within the Replenishment Period, but falling within the Amortisation Period: the Residual Replenishment Basis as of the immediately preceding Monthly Payment Date;
- (b) on any other Monthly Payment Date, zero;

“**Investor Notes Outstanding Amount**” means, on any Monthly Payment Date, the sum of the Class A Notes Outstanding Amount, the Class B Notes Outstanding Amount and the Class C Notes Outstanding Amount as at such Monthly Payment Date;

“**Issue Date**” means, in respect of any Notes or the Units, the date of issuance of such Notes or Unit, provided that it is a Monthly Payment Date;

“**Issue Document**” means, with respect to any issue of Class C Notes, Class S Notes, Class D Notes and Class D Notes, the document in the form attached to the Issuer Regulations. The financial characteristic of each Class C Notes, Class S Notes, Class D Notes and Class D Notes shall be specified in the applicable Issue Document;

“**Issuer**” or “**CARS ALLIANCE AUTO LOANS GERMANY**” means the *fonds commun de créances* (debt mutual fund) named “CARS ALLIANCE AUTO LOANS GERMANY” established at the joint initiative of the Management Company and the Depository, acting as founders of the Issuer, and governed by the Issuer Regulations, by Articles L. 214-43 to L. 214-49 and Articles R. 214-92 to R. 214-115 of the French Monetary and Financial Code and by any law whatsoever applicable to *fonds commun de créances*;

“**Issuer Account Bank**” means HSBC France, acting in its capacity as issuer account bank pursuant to the Account and Cash Management Agreement and any successor thereof;

“**Issuer Bank Accounts**” means the following accounts:

- (a) the General Collection Account;
- (b) the Replenishment Account;
- (c) the General Reserve Account;
- (d) the Additional Income Account; and
- (e) the Commingling Reserve Account;

“**Issuer Available Cash**” means all available sums pending allocation and standing from time to time to the credit of the Issuer Bank Accounts (except the Commingling Reserve Account and the Additional Income Account), during each period commencing on (and including) a Monthly Payment Date (following the execution of the relevant Priority of Payments) and ending on (but excluding) the next Monthly Payment Date;

“**Issuer Cash Manager**” means HSBC France, acting in its capacity as issuer cash manager pursuant to the Issuer Cash Manager Agreement and any successor thereof;

“**Issuer Establishment Date**” means 9 October 2007, being the date on which the Issuer was established by the Management Company and the Depository, pursuant to the Issuer Regulations;

“**Issuer Fees**” means the aggregate of the Scheduled Issuer Fees and of the Additional Issuer Fees; corresponding to fees due to the Management Company, the Depository, the Servicer, the Issuer Account Bank, the Issuer Cash Manager, the Rating Agencies, the Issuer Stand-by Swap Provider, the Data Trustee, the Paying Agents and the Luxembourg Listing Agent plus any arrears, as the case may be, remaining unpaid in respect of these fees;

“**Issuer Liquidation Date**” means the date falling six (6) months after the extinguishment of the last Transferred Receivables.

“**Issuer Liquidation Event**” means any of the events referred to in section entitled “LIQUIDATION OF THE ISSUER – Issuer Liquidation Events”;

“**Issuer Liquidation Surplus**” means the liquidation surplus of the Issuer on the Issuer Liquidation Date;



“**Issuer Management Report**” means the report to be provided to the Noteholders by the Management Company on the 5<sup>th</sup> Business Day preceding each Monthly Payment Date with respect to the relevant Reference Period, substantially in the form attached to the Issuer Regulations;

“**Issuer Net Margin**” means, on any Monthly Payment Date, the difference between:

- (a) the sum of the Collected Income and, as applicable, of the Interest Rate Swap Net Cashflow payable to the Issuer on such Monthly Payment Date; and
- (b) the sum of the Payable Costs and, as applicable, of the Interest Rate Swap Net Cashflow payable by the Issuer on such Monthly Payment Date;

“**Issuer Novated Swap Counterparty**” means initially HSBC France, if it has stepped into the obligations of the Issuer Swap Counterparty in accordance with and subject to the provisions of the Issuer Swap Agreement or any substitute entity;

“**Issuer Operating Creditors**” means any creditors relative to the Issuer Fees;

“**Issuer Regulations**” means the regulations executed on or before the Issuer Establishment Date between the Management Company and the Depository, under which the Management Company and the Depository have agreed to create the Issuer and which relates to the creation, operation and liquidation of the Issuer;

“**Issuer Stand-by Swap Provider**” means HSBC France and its successors as stand-by swap provider under the Issuer Swap Agreement and which is an Eligible Bank having the Required Ratings;

“**Issuer Swap Agreement**” means the stand-by interest rate swap agreement dated 9 October 2007 and made between the Issuer and the Seller and HSBC France, acting as Issuer Stand-by Swap Provider, this agreement comprising an ISDA Master Agreement, the schedule and a confirmation entered into pursuant thereto;

“**Issuer Statutory Auditor**” means Deloitte & Associés;

“**Issuer Swap Counterparty**” means RCI Banque S.A. Niederlassung Deutschland in its capacity as interest rate swap counterparty under the Issuer Swap Agreement;

“**Issuer Transaction Documents**” means:

- (a) the Issuer Regulations;
- (b) the Master Definitions Agreement;
- (c) the Master Receivables Transfer Agreement;
- (d) the Transfer Document(s);
- (e) the Servicing Agreement;
- (f) the Issuer Swap Agreement;
- (g) the Additional Income Cash Collateral Agreement;
- (h) the Commingling Reserve Cash Collateral Agreement;
- (i) the General Reserve Deposit Agreement;
- (j) the Account and Cash Management Agreement;
- (k) the Class A<sub>1-2007-1</sub> Notes Underwriting Agreement,
- (l) the Class B<sub>2007-1</sub> Notes Underwriting Agreement,

- (m) the Class C Notes Subscription Agreement;
- (n) the Class D Notes Subscription Agreement;
- (o) the Class R Notes Subscription Agreement;
- (p) the Class S Notes Subscription Agreement;
- (q) the Class T Notes Subscription Agreement;
- (r) the Units Subscription Agreement;
- (s) the Paying Agency Agreement;
- (t) the Class R Notes Paying Agency Agreement;
- (u) the Specially Dedicated Account Agreement;
- (v) the Data Trust Agreement;
- (w) the German Account Pledge Agreement,

as amended and supplemented from time to time in accordance with their respective terms;

“**Joint Lead Managers**” means HSBC France and Citigroup Global Markets;

“**Listed Notes**” means the Class A Notes, the Class B Notes and the Class R Notes;

“**Luxembourg Listing Agent**” means Société Générale Bank & Trust;

“**Luxembourg Paying Agent**” means Société Générale Bank & Trust, in its capacity as Luxembourg paying agent under the Paying Agency Agreement and its permitted successors or assigns from time to time;

“**Management Company**” means EuroTitrisation, acting in its capacity as management company of the Issuer pursuant to the Issuer Regulations and any successor thereof;

“**Manufacturer Subsidised Interest**” means, in respect of a Transferred Receivable, the amount of subsidised interest determined on the relevant Auto Loan Effective Date in accordance with the internal calculation rules of the Seller and paid on such date to the Seller by Renault or Nissan or by any Car Seller, as applicable;

“**Margin**” means, in respect of each Receivable, the difference between:

- (a) the Effective Yield applicable to the relevant Receivable; and
- (b) the Sub-Group Swap Rate as of the Transfer Date applicable to such Receivable;

“**Master Definitions Agreement**” means the master definitions agreement executed on or before the Issuer Establishment Date between inter alia the Seller, the Management Company, the Depository, the Issuer Account Bank and the Issuer Cash Manager, as amended from time to time;

“**Master Receivables Transfer Agreement**” means the master transfer agreement executed on or before the Issuer Establishment Date between the Seller, the Management Company and the Depository both representing the Issuer, pursuant to which the Seller has agreed to transfer to the Issuer all of its title to, rights and interest in Eligible Receivables, as amended from time to time;

“**Monthly Fees**” means:

- (a) 1/12 of the yearly fees of the Rating Agencies;
- (b) the fees of the Issuer Account Bank and Issuer Cash Manager;

- (c) the fees of the Management Company and the Depository;
- (d) the fees of the Class R Notes Paying Agents;
- (e) the fees of the Paying Agents;
- (f) the fees of the Issuer Stand-by Swap Provider;
- (g) the fees of the Servicer; and
- (h) if any, the Additional Issuer Fees,

as further described in section “Issuer Fees”;

“**Monthly Payment Date**” means the 18<sup>th</sup> of each calendar month, provided that if any such day is not a Business Day, such Monthly Payment Date shall be postponed to the first following day that is a Business Day; any reference to a Monthly Payment Date relating to a given Reference Period or Cut-Off Date shall be a reference to the Monthly Payment Date falling within the calendar month following such Reference Period or Cut-Off Date;

“**Monthly Receivables Purchase Amount**” means:

- (a) on each Monthly Payment Date relating to a Reference Period falling within the Replenishment Period, the Receivables Transfer Price as at such Monthly Payment Date; and
- (b) on any other Monthly Payment Date, zero;

“**Monthly Report**” means the report to be provided by the Servicer on each Information Date to the Management Company with respect to the relevant Reference Period, substantially in the form attached (and containing the relevant files and the information referred to in) to the Servicing Agreement;

“**Moody’s**” means Moody’s Investors Service Limited;

“**New Car**” means any new car produced under the brands of the Renault Group and or the Nissan brands or Demonstration Car (including One-Day Registration Vehicles), being a private or a commercial vehicle, and sold by a Car Seller to a Borrower under a sale agreement and financed under the relevant Auto Loan Agreement;

“**Nissan**” means Nissan France SA, a *société anonyme*, with a registered office at Zone d'Activité de Pissaloup, Avenue Jean d'Alembert, 78190 Trappes (France), registered with the Trade and Companies Register of Versailles (France) under number 699 809 174;

“**Non-Compliance Payment**” means, in relation to any Affected Receivable, the amount on the Monthly Payment Date relating to the Reference Period in which the relevant Transferred Receivable became an Affected Receivable and being equal to its Principal Outstanding Balance, as of the Cut-Off Date relating to the relevant Reference Period;

“**Noteholder**” means a holder from time to time of any Note;

“**Notes**” means the Class A Notes, the Class B Notes, the Class C Notes, the Class R Notes, the Class S Notes, the Class T Notes and the Class D Notes, issued or to be issued by the Issuer, according to the Issuer Regulations, in accordance with Articles L. 214–43 to L. 214–49 of the French Monetary and Financial Code;

“**Notes Amortisation Amount**” means, on any Monthly Payment Date, the sum of the Investor Notes Amortisation Amount, the Short Term Revolving Notes Amortisation Amount and the Class D Notes Amortisation Amount (if any), each as at such Monthly Payment Date;

“**Notes Initial Principal Amount**” means the sum of the Investor Notes Initial Principal Amount, the Short Term Revolving Notes Initial Principal Amount and the Class D Notes Initial Principal Amount;

“**Notes Interest Amount**” means, on a given Monthly Payment Date, the sum of the Class A Notes Interest Amount, the Class B Notes Interest Amount, the Class C Notes Interest Amount, the Class R Notes Interest Amount, the Class S Notes Interest Amount, the Class T Notes Interest Amount, and the Class D Notes Interest Amount, each as at such Monthly Payment Date;

“**Notes Issue Amount**” means, on any Monthly Payment Date, the sum of the Investor Notes Issue Amount, the Short Term Revolving Notes Issue Amount and the Class D Notes Issue Amount each as at such Monthly Payment Date;

“**Offered Notes**” means the Class A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes, the application of which for trading on the Regulated Market is made under this Prospectus;

“**Offered Noteholders**” means any holders of the Offered Notes;

“**One-Day Registration Vehicle**” means any car registered in the Car Seller's name for a short period (not exceeding one week) before being deregistered and being sold. One-day registration is a common commercial practice in Germany which enables the car manufacturers to manage their sales in a flexible manner;

“**Other Receivable Income**” means all fees, penalties, late-payment indemnities, amounts (other than amounts of principal) paid by the insurance companies under Insurance Policies in respect of the Transferred Receivables, Recoveries and Non-Compliance Payments, accounted for by the Seller and set out in the Monthly Report sent on the Information Date relating to any given Reference Period;

“**Outstanding Amount**” means, in respect of the Notes, the relevant Class A Notes Outstanding Amount, or the relevant Class B Notes Outstanding Amount or the relevant Class C Notes Outstanding Amount, or the relevant Class R Notes Outstanding Amount, or the relevant Class S Notes Outstanding Amount, or the relevant Class T Notes Outstanding Amount, or the relevant Class D Notes Outstanding Amount;

“**Partial Amortisation Amount**” means, on any Monthly Payment Date on which a Partial Amortisation Event has occurred, an amount equal to the Residual Replenishment Basis on such date;

“**Partial Amortisation Event**” means the event where for each of three (3) consecutive Monthly Payment Dates relating to Reference Periods falling within the Revolving Period the Residual Replenishment Basis on such date exceeds 7.5 per cent. of the Outstanding Amount of the Notes on such date, after giving effect to any distributions to be made on such date;;

“**Payable Costs**” means, on any Calculation Date preceding a Monthly Payment Date, the sum of:

- (a) the Monthly Fees payable on the Monthly Payment Date immediately following such Calculation Date;
- (b) the Short Term Revolving Notes Interest Amount payable on the Monthly Payment Date immediately following such Calculation Date; and
- (c) the Investor Notes Interest Amount payable on the Monthly Payment Date immediately following such Calculation Date;

“**Payable Interest Amount**” means, in respect of a given Reference Period, the aggregate amount of interest due and payable by the Borrowers to the Seller during that Reference Period, in respect of the Transferred Receivables that were Performing Receivables as of the Cut-Off Date relating to such Reference Period;

“**Payable Principal Amount**” means, in respect of a given Reference Period, the sum of:

- (a) the amounts of principal due and payable by the Borrowers to the Seller during that Reference Period in respect of Transferred Receivables that were Performing Receivables as of the Cut-Off Date relating to that Reference Period; and

- (b) the amounts of principal prepaid by the Borrowers in respect of the Performing Receivables during such Reference Period; and
- (c) the amounts of principal paid by the Seller in respect of the cancellation of the transfers of Performing Receivables having occurred during such Reference Period;
- (d) the amounts of principal paid to the Seller during such Reference Period by the insurance companies under Insurance Policies as indemnification in respect of any Transferred Receivables; and
- (e) the amounts of principal paid to the Seller during such Reference Period by any Guarantor (*Bürger*) or any third party;

“**Paying Agency Agreement**” means the paying agency agreement dated 28 September 2007 and made between the Management Company, the Depository, the Issuer Account Bank and the Paying Agents;

“**Paying Agent Reference Shareholders**” means, with respect to a paying agent in relation to the Class A Notes and the Class B Notes, the persons or entities who together own at least 90 per cent. of the shares of such paying agent;

“**Performing Receivable**” means a Transferred Receivable that is neither a Defaulted Receivable, nor a Receivable being fully repaid or fully written off;

“**Performing Receivables Principal Outstanding Balance**” means, at any time, the Principal Outstanding Balance of the Performing Receivables;

“**Permitted Threshold**” means a permitted threshold amount of EUR 50 due to technical delinquencies;

“**Prepayment**” means any prepayment, in whole or in part, made by the Borrower in respect of any Transferred Receivable;

“**Principal Outstanding Balance**” means, in respect of each Receivable and at any date, the principal amount of such Receivable owing from the relevant Borrower on such date, in accordance with the provisions of the amortisation schedule applicable to such Receivable;

“**Principal Paying Agent**” means Société Générale, in its capacity as principal paying agent under the Paying Agency Agreement and its permitted successors or assigns from time to time;

“**Priority of Payments**” means any of the orders of priority which shall be applied by the Management Company in the payment (or the provision for payment, where relevant) of all debts due and payable by the Issuer to any of the Issuer Operating Creditors (see “OPERATION OF THE ISSUER – Priority of Payments”);

“**Paying Agents**” means the Principal Paying Agent and the Luxembourg Paying Agent;

“**Production of Eligible Receivables**” means, (i) in respect of a given Transfer Date, the Eligible Receivables that will be transferred by the Seller to the Issuer on such Transfer Date and (ii) in respect of the Closing Date the aggregate of all Eligible Receivables transferred to the Issuer on or before the Closing Date;

“**Prospectus**” means this prospectus within the meaning of Article 5 of the Prospectus Directive;

“**Prospectus Directive**” means Directive 2003/71/EC of the European Parliament and Council of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading, which amended Directive 2001/34/EC and includes any relevant implementing measure in each Relevant Member State;

“**Rating Agency**” means any of Moody’s and Standard & Poor’s, as well as their successors and assigns;

“**Rated Notes**” means the Class A Notes, the Class B Notes, the Class R Notes and the Class S Notes;

“**Receivables**” means receivables for the payment of principal, interest, arrears, costs or any other amount due in connection with the repayment of the amounts made available by the Seller to a Borrower in respect of an Auto Loan Agreement for the purpose of the acquisition of a Vehicle and which will be secured by certain Ancillary Rights;

“**Receivables Transfer Price**” means, in respect of the Eligible Receivables offered for transfer by means of a Transfer Offer, the aggregate of the Principal Outstanding Balances relating to each of the relevant Eligible Receivables and as set out in such Transfer Offer;

“**Recovery**” means any amount received by the Servicer in connection with any Defaulted Receivable;

“**Reference Period**” means a calendar month; any reference to a Calculation Date, Information Date, Monthly Payment Date, or Transfer Date relating to a given Reference Period shall be a reference to the calendar month preceding such Calculation Date, Information Date, Monthly Payment Date, or Transfer Date;

“**Reference Swap Rate**” means, in respect of a Monthly Payment Date, the 2 year rate EURIBOR basis corresponding to the 12:00 a.m. fixing in Frankfurt, being the annual swap rate for euro swap transactions with a maturity of two (2) years, expressed as a percentage, which appears on the Reuters Page ISDAFIX2, on the day that is two (2) Business Days preceding such Monthly Payment Date;

“**Regulated Market(s)**” means the Luxembourg Stock Exchange or any other regulated market(s) which are governed by the Directive 2004/39/EC on markets in financial instruments and defined in the Investment Services Directive 93/22/EEC on which the Class A Notes and the Class B Notes may be listed or admitted to trading;

“**Relevant Entity**” means (i) if at any time the Issuer Swap Counterparty does not have the Required Ratings and the obligations of the Issuer Stand-by Swap Provider have not ceased for any reason, the Issuer Stand-by Swap Provider, or (ii) if for any reason the obligations of the Issuer Stand-by Swap Provider have ceased, the Issuer Swap Counterparty;

“**Relevant Implementation Date**” means the date on which the Prospectus Directive is implemented in a Relevant Member State;

“**Relevant Margin**” means the interest rate margin in respect of the Class A<sub>1-2007-1</sub> Notes and the Class B<sub>2007-1</sub> Notes as the context requires;

“**Relevant Member State**” means each member state of the European Economic Area that has implemented the Prospectus Directive;

“**Renault**” means RENAULT S.A.S, a *société par actions simplifiée*, with a registered office at 13/15, Quai Le Gallo 92100 Boulogne Billancourt (France), registered with the Trade and Companies Register of Nanterre (France) under number 780 129 987;

“**Renault Group**” means Renault SAS and its subsidiaries;

“**Replenishment Account**” means the bank account opened by the Issuer with the Issuer Account Bank;

“**Replenishment Basis**” means:

- (a) on each Monthly Payment Date relating to any Reference Period falling within a Revolving Period, the sum of:
  - (i) the amount of principal that has become payable under the Performing Receivables during such Reference Period; and
  - (ii) the amount of principal of the Performing Receivables that has been prepaid during such Reference Period; and

- (iii) the amount of all Non-Compliance Payments paid during such Reference Period to the extent allocated to the repayment of principal under the Performing Receivables; and
  - (iv) the Principal Outstanding Balance of the Performing Receivables that have become Defaulted Receivables during such Reference Period; or
- (b) on any Monthly Payment Date relating to a Reference Period falling within an Amortisation Period and the Replenishment Period, the positive difference between:
- (i) the Investor Notes Monthly Amortisation Basis; and
  - (ii) the Investor Notes Amortisation Amount;
- (c) on any other Monthly Payment Date, zero;

“**Replenishment Period**” means the period defined in section entitled “OPERATION OF THE ISSUER – Replenishment Period”;

“**Replenishment Termination Event**” has the meaning ascribed to it in section entitled “OPERATION OF THE ISSUER – Replenishment Period”;

“**Required Ratings**” means short-term unsecured, unsubordinated and unguaranteed debt obligations which are rated by Standard & Poor’s and Moody’s not lower than “A-1” (or if such entity is not the subject of a short term rating, its long-term, unsecured, unsubordinated and unguaranteed debt rating is not lower than A+) and “P1” respectively, and long-term senior, unsecured, unsubordinated and unguaranteed debt obligations which are rated by Moody’s not lower than “A2”.

“**Reserve Funds**” means at any time the funds standing to the credit of the General Reserve Account, the Additional Income Account and the Commingling Reserve Account;

“**Residual Replenishment Basis**” means:

- (a) on the Closing Date: the difference between:
  - (i) the Notes Initial Principal Amount; and
  - (ii) the Principal Outstanding Balance of the Receivables purchased by the Issuer on such date; and
- (b) on each Monthly Payment Date relating to a Reference Period falling within the Replenishment Period, the positive difference between:
  - (i) the sum of:
    - (aa) the Notes Issue Amount; and
    - (bb) the Available Replenishment Basis, each as at such Monthly Payment Date; and
  - (ii) the sum of:
    - (aa) the Monthly Receivables Purchase Amount as at such Monthly Payment Date; and
    - (bb) the Notes Amortisation Amount as at such Monthly Payment Date;

“**Re-transfer Date**” means the date of the retransfer to the Seller of any Re-transferred Receivables by the Issuer, pursuant to the provisions of the Master Receivables Transfer Agreement, which shall occur no later than on the Monthly Payment Date immediately following the date of receipt of the Re-transfer Acceptance;

“**Re-transfer Price**” means, in relation to any Transferred Receivable referred to in a Re-transfer Request, the price to be paid by the Seller to the Issuer for the retransfer of that Receivable, being:

- (a) its Principal Outstanding Balance, as of the corresponding Retransfer Date; plus
- (b) any unpaid amounts of principal and interest that remain payable;

“**Re-transfer Request**” means the written request, substantially in the form attached to the Master Receivables Transfer Agreement, to be delivered by the Seller to the Management Company to request the Issuer to transfer back to the Seller any Transferred Receivables, pursuant to the provisions of the Master Receivables Transfer Agreement;

“**Re-transferred Amount**” means, in relation to any Transferred Receivable referred to in a Re-transfer Request:

- (a) the corresponding Re-transfer Price; plus
- (b) an amount equal to the total of all additional, specific, direct and indirect, reasonable and justified costs and expenses incurred by the Issuer in relation to such Receivable and for which the Issuer has requested payment in writing, provided that such expenses shall not include the administrative costs borne by the Issuer in connection with its holding of such Receivable;

“**Re-transferred Receivable**” means any Receivable retransferred to the Seller by the Issuer pursuant to the Master Receivables Transfer Agreement;

“**Revolving Period**” means the Reference Periods falling within the Replenishment Period and excluding the Reference Periods falling within the Amortisation Period, during which the Issuer is entitled to acquire Eligible Receivables and to issue Notes;

“**Scheduled Issuer Fees**” means the fees due and payable to the organs of the Issuer as set out in the Issuer Regulations (see “ISSUER FEES”);

“**Seasoning**” means, in respect of a Performing Receivable and of any Cut-Off Date, the number of months elapsed between the relevant Auto Loan Effective Date and the Instalment Due Date relating to such Transferred Receivable preceding such Cut-Off Date;

“**Securities Act**” means the United States Securities Act of 1933, as amended;

“**Securitisation Programme**” means all transactions contemplated by the Issuer Transaction Documents;

“**Seller**” means RCI Banque S.A., Niederlassung Deutschland, whose registered office is Jagenbergstr. 1, 41468 Neuss (Germany);

“**Seller Event of Default**” means the occurrence of any of the following:

- (a) any failure by the Seller to make any payment under any Issuer Transaction Documents to which it is a party, when due, except if such failure is due to technical reasons and such default is remedied by the relevant Seller within two (2) Business Days;
- (b) any payment obligation of the Seller under any Issuer Transaction Documents to which the Seller is a party is or becomes, for any reason, ineffective or unenforceable, except if this is remedied by the Seller within two (2) Business Days;
- (c) the Seller modifies, suspends or threatens to suspend a substantial part of its business or activities or any governmental authority threatens to expropriate all or part of its assets and such event, in the Management Company's reasonable opinion:
  - (i) results in or is likely to give rise to a default of the Issuer's own obligations, undertakings, representations or warranties under any of the Issuer Transaction Documents to which it is a party; or



- (ii) affects or is likely to affect significantly the ability of the Seller to perform its obligations under the terms of the Master Receivables Transfer Agreement or under any other Issuer Transaction Documents to which it is a party; or
  - (iii) affects or may likely affect significantly the recoverability of the Transferred Receivables; or
  - (iv) results or may likely result in the downgrading of the then current rating of the Rated Notes;
- (d) the Seller is Insolvent;
- (e) the validity of the transfer of the Transferred Receivables between the Issuer and the Seller or of any legal consequences of the transfer, including the enforceability of the same against any third party (including the relevant Borrowers) is challenged by any person or entity (including the Seller, the Issuer or a Borrower), in the Management Company's reasonable opinion, on serious grounds.
- (f) at the end of the relevant consultation period, a Seller Potential Event of Default results, or in the Management Company's reasonable opinion may likely result, in the downgrading of the then current rating of the Rated Notes.

**“Seller Potential Event of Default”** means any of the following;

- (a) any failure by the Seller to comply with or perform any of its obligations or undertakings (other than those in respect of which a failure constitutes an Seller Event of Default) under the terms of the Issuer Transaction Documents to which it is a party;
- (b) any representation or warranty (other than the representation and warranties made in relation to the Eligible Receivables) made by the Seller under the terms of the Issuer Transaction Documents to which it is a party, proves to be inaccurate when made or repeated or ceases to be accurate at any later stage;
- (c) any provision of the Issuer Transaction Documents to which the Seller is a party is or becomes, for any reason, ineffective or unenforceable;
- (d) any event or a series of events (other than those referred to in sub-clauses (a), (b) or (c) above), connected or unconnected attributable to the Seller,

and which, in all cases and in the Management Company's reasonable opinion:

- (i) results in, or is likely to give rise to, a default of the Issuer's own obligations, undertakings under any of the Issuer Transaction Documents to which it is a party; or
- (ii) affects, or is likely to affect significantly, the ability of the Seller to perform its obligations (and, in case of a breach as set out in item (a) above only, other than those obligations referred to in item (a) above) under the terms of the Issuer Transaction Documents to which it is a party; or
- (iii) affects, or is likely to affect, significantly the recoverability of the Transferred Receivables; or
- (iv) results, or is likely to result, in the downgrading of the then current rating of the Rated Notes;

**“Seller Termination Date”** means the date on which:

- (a) a Seller Event of Default occurs; or
- (b) a Servicer Termination Date occurs;

**“Senior Notes”** means the Class A Notes and the Class R Notes;

“**Senior Notes Outstanding Amount**” means, on any date, the sum of the Class A Notes Outstanding Amount and of the Class R Notes Outstanding Amount as of such date;

“**Series**” means:

- (a) in respect of the Class A Notes, the Class B Notes and the Class C Notes, any series issued on a given Issue Date;
- (b) in respect of the Class R Notes, any series of Class R<sub>20xx-y</sub> Notes issued on a given Issue Date;
- (c) in respect of the Class S Notes, any series of Class S<sub>20xx-y</sub> Notes issued on a given Issue Date; and
- (d) in respect of the Class T Notes, any series of Class T<sub>20xx-y</sub> Notes issued on a given Issue Date;

“**Series Notes Issue Date**” means any Monthly Payment Date which is a Class A<sub>i-20xx-y</sub> Notes Issue Date, a Class B<sub>20xx-y</sub> Notes Issue Date or a Class C<sub>20xx-y</sub> Notes Issue Date;

“**Series<sub>20xx-y</sub>**” means all Class A<sub>i-20xx-y</sub> Notes and Class B<sub>20xx-y</sub> Notes and Class C<sub>20xx-y</sub> Notes that have been issued:

- (a) in respect of the Series<sub>2007-1</sub> on the Closing Date;
- (b) in respect of the Series<sub>20xx-y</sub>, on any further Monthly Payment Date in year “20xx” and corresponding to the Series number “y”,

and that belong to the same Series<sub>20xx-y</sub> in accordance with the provisions of the Issuer Regulations;

“**Series<sub>20xx-y</sub> Class A Notes Credit Enhancement Ratio**” means the Class A Notes Last Credit Enhancement Ratio as at the Series<sub>20xx-y</sub> Issue Date;

“**Series<sub>20xx-y</sub> Class B Notes Credit Enhancement Ratio**” means the Class B Notes Last Credit Enhancement Ratio as at the Series<sub>20xx-y</sub> Issue Date;

“**Series<sub>20xx-y</sub> Clean-Up Call Amount**” means, in respect of a Series<sub>20xx-y</sub> for which at least one Class A<sub>i-20xx-y</sub> Note or Class B<sub>20xx-y</sub> Note or Class C<sub>20xx-y</sub> Note is amortising and has not been fully redeemed, on any Monthly Payment Date relating to a Reference Period falling within the Amortisation Period and on which the Series<sub>20xx-y</sub> Clean-Up Call Condition is satisfied, an amount equal to the positive difference between:

- (a) the Series<sub>20xx-y</sub> Outstanding Amount on the immediately preceding Monthly Payment Date; and
- (b) the product of:
  - (i) the relevant Series<sub>20xx-y</sub> Ratio computed for such Monthly Payment Date;
  - (ii) the Investor Notes Monthly Amortisation Basis on such Monthly Payment Date;

“**Series<sub>20xx-y</sub> Clean-Up Call Condition**” means, in respect of any Series<sub>20xx-y</sub>, on any Monthly Payment Date, the condition that is satisfied if:

- (a) the Seller,
  - (i) has notified the Management Company fifteen (15) Business Days before such Monthly Payment Date of its intention to exercise its option pursuant to the provisions of the Issuer Regulations; and
  - (ii) subscribes, or causes the subscription of the Short Term Notes and/or the Series<sub>20xx-y</sub> issued on such Monthly Payment Date provided that the aggregate amount of such issuances shall be at least equal to the Series<sub>20xx-y</sub> Clean-Up Call Amount;
- (b) and

- (i) on the immediately preceding Monthly Payment Date, the Series<sub>20xx-y</sub> Outstanding Amount was less than 10 per cent. of the Series<sub>20xx-y</sub> Issue Amount; or
- (ii) such Monthly Payment Date corresponds to the Series<sub>20xx-y</sub> Expected Maturity Date;

“**Series<sub>20xx-y</sub> Effective Maturity Date**” means the earlier of:

- (a) the Series<sub>20xx-y</sub> Legal Maturity Date; and
- (b) the Monthly Payment Date on which Series<sub>20xx-y</sub> Outstanding Amount becomes null;

“**Series<sub>20xx-y</sub> Expected Maturity Date**” means, in respect of any Series<sub>20xx-y</sub>, the expected maturity date relating to each Investor Note belonging to such Series<sub>20xx-y</sub>;

“**Series<sub>20xx-y</sub> Issue Amount**” means, in respect of any Series<sub>20xx-y</sub>, the sum of:

- (a) the aggregate of the Class A<sub>i-20xx-y</sub> Notes Issue Amounts for all the Class A<sub>i-20xx-y</sub> Notes;
- (b) the Class B<sub>20xx-y</sub> Notes Issue Amount; and
- (c) the Class C<sub>20xx-y</sub> Notes Issue Amount;

“**Series<sub>20xx-y</sub> Legal Maturity Date**” means, in respect of any Series<sub>20xx-y</sub>, the legal maturity date relating to each Investor Note belonging to such Series<sub>20xx-y</sub>;

“**Series<sub>20xx-y</sub> Monthly Additional Amortisation Basis**” means, on any Monthly Payment Date relating to a Reference Period falling within the Amortisation Period and in respect of a Series<sub>20xx-y</sub> for which at least one Class A<sub>i-20xx-y</sub> Note, Class B<sub>20xx-y</sub> Note or Class C<sub>20xx-y</sub> Note is amortising and has not been fully redeemed, the greater of:

- (A) if the relevant Series<sub>20xx-y</sub> Monthly Residual Amortisation Basis is equal to zero, the ratio of:
  - (a) the product of:
    - (i) the relevant Series<sub>20xx-y</sub> Ratio; and
    - (ii) the sum of all Series<sub>20xx-y</sub> Monthly Residual Amortisation Basis; to
  - (b) the sum of the Series<sub>20xx-y</sub> Ratios for all Series<sub>20xx-y</sub> in respect of which (aa) at least one Class A<sub>i-20xx-y</sub> Note, Class B<sub>20xx-y</sub> Note or Class C<sub>20xx-y</sub> Note is amortising and has not been fully redeemed, and (bb) the relevant Series<sub>20xx-y</sub> Monthly Residual Amortisation Basis is equal to zero;
- (B) if the relevant Series<sub>20xx-y</sub> Monthly Residual Amortisation Basis is different of zero, zero (o);

“**Series<sub>20xx-y</sub> Monthly Amortisation Amount**” means, on any Monthly Payment Date relating to a Reference Period falling within the Amortisation Period and in respect of a Series<sub>20xx-y</sub> for which at least one Class A<sub>i-20xx-y</sub> Note, Class B<sub>20xx-y</sub> Note or Class C<sub>20xx-y</sub> Note is amortising and has not been fully redeemed, the sum of:

- (a) the Class A<sub>i-20xx-y</sub> Notes Amortisation Amount as at such Monthly Payment Date;
- (b) the Class B<sub>20xx-y</sub> Notes Amortisation Amount as at such Monthly Payment Date; and
- (c) the Class C<sub>20xx-y</sub> Notes Amortisation Amount as at such Monthly Payment Date,

for all Class A<sub>i-20xx-y</sub> Notes, Class B<sub>20xx-y</sub> Notes and Class C<sub>20xx-y</sub> Notes belonging to such Series<sub>20xx-y</sub>;

“**Series<sub>20xx-y</sub> Monthly Amortisation Basis**” means, on any Monthly Payment Date relating to a Reference Period falling within the Amortisation Period and in respect of a Series<sub>20xx-y</sub> for which at least one Class A<sub>i-20xx-y</sub> Note, Class B<sub>20xx-y</sub> Note or Class C<sub>20xx-y</sub> Note is amortising and has not been fully redeemed, the sum of:

- (a) the product of:

- (i) the relevant Series<sub>20xx-y</sub> Ratio computed for such Monthly Payment Date;
  - (ii) the Investor Notes Monthly Amortisation Basis on such Monthly Payment Date; and
- (b) the Series<sub>20xx-y</sub> Clean Up Call Amount for such Monthly Payment Date;

“**Series<sub>20xx-y</sub> Monthly Residual Amortisation Basis**” means, on any Monthly Payment Date relating to a Reference Period falling within the Amortisation Period and in respect of a Series<sub>20xx-y</sub> for which at least one Class A<sub>i-20xx-y</sub> Note, Class B<sub>20xx-y</sub> Note or Class C<sub>20xx-y</sub> Note is amortising and has not been fully redeemed, the greater of:

- (A) the difference between:
  - (i) the relevant Series<sub>20xx-y</sub> Monthly Amortisation Basis as at such Monthly Payment Date, and
  - (ii) the relevant Series<sub>20xx-y</sub> Outstanding Amount as at such Monthly Payment Date;
- (B) zero;

“**Series<sub>20xx-y</sub> Outstanding Amount**” means, on any Monthly Payment Date, and in respect of all Class A<sub>i-20xx-y</sub> Notes, Class B<sub>20xx-y</sub> Notes and Class C<sub>20xx-y</sub> Notes that belong to a same Series<sub>20xx-y</sub>, the sum of such Class A<sub>i-20xx-y</sub> Notes Outstanding Amount, Class B<sub>20xx-y</sub> Notes Outstanding Amount and Class C<sub>20xx-y</sub> Notes Outstanding Amount, as at such Monthly Payment Date;

“**Series<sub>20xx-y</sub> Priority of Payments**” means, for any Series<sub>20xx-y</sub>:

- (a) that a Class A<sub>i-20xx-y</sub> Note of a given category will not begin to amortise before the Monthly Payment Date on which all Class A<sub>i-20xx-y</sub> Notes of another category and belonging to the same Series<sub>20xx-y</sub> with an earlier Class A<sub>i-20xx-y</sub> Notes Normal Amortisation Starting Date will have been fully redeemed;
- (b) that a Class B<sub>20xx-y</sub> Note will not begin to amortise before the Monthly Payment Date on which all Class A<sub>i-20xx-y</sub> Notes belonging to the same Series<sub>20xx-y</sub> will have been fully redeemed; and
- (c) that a Class C<sub>20xx-y</sub> Note will not begin to amortise before the Monthly Payment Date on which all Class A<sub>i-20xx-y</sub> Notes and all Class B<sub>20xx-y</sub> Notes belonging to the same Series<sub>20xx-y</sub> will have been fully redeemed,

provided that any Series<sub>20xx-y</sub> Priority of Payments shall not apply during the Accelerated Amortisation Period, as referred to in the definition of “Class A<sub>i-20xx-y</sub> Notes Amortisation Amount”, of “Class B<sub>20xx-y</sub> Notes Amortisation Amount” or of “Class C<sub>20xx-y</sub> Notes Amortisation Amount”;

“**Series<sub>20xx-y</sub> Ratio**” means, on any Monthly Payment Date, and in respect of all Class A<sub>i-20xx-y</sub> Notes, Class B<sub>20xx-y</sub> Notes or Class C<sub>20xx-y</sub> Notes that belong to a same Series<sub>20xx-y</sub>, the ratio of:

- (a) such Series<sub>20xx-y</sub> Outstanding Amount as of the preceding Monthly Payment Date; to
- (b) the sum as of the preceding Monthly Payment Date of the Series<sub>20xx-y</sub> Outstanding Amounts for all Series in respect of which at least one Class A<sub>i-20xx-y</sub> Note, Class B<sub>20xx-y</sub> Note and Class C<sub>20xx-y</sub> Note is amortising and has not been fully redeemed;

“**Series<sub>2007-1</sub>**” means all Class A<sub>1-2007-1</sub> Notes and Class B<sub>2007-1</sub> Notes and Class C<sub>2007-1</sub> Notes that have been issued on the Closing Date, in accordance with the provisions of the Issuer Regulations;

“**Series<sub>2007-1</sub> Class A Notes Credit Enhancement Ratio**” means the Class A Notes Last Credit Enhancement Ratio as at the Series<sub>2007-1</sub> Issue Date;

“**Series<sub>2007-1</sub> Class B Notes Credit Enhancement Ratio**” means the Class B Notes Last Credit Enhancement Ratio as at the Series<sub>2007-1</sub> Issue Date;

“**Series<sub>2007-1</sub> Clean-Up Call Amount**” means, in respect of the Series<sub>2007-1</sub> for which at least one Class A<sub>1-2007-1</sub> Note or Class B<sub>2007-1</sub> Note or Class C<sub>2007-1</sub> Note is amortising and has not been fully redeemed, on any Monthly Payment Date relating to a Reference Period falling within the Amortisation Period and on which the Series<sub>2007-1</sub> Clean-Up Call Condition is satisfied, an amount equal to the positive difference between:

- (a) the Series<sub>2007-1</sub> Outstanding Amount on the immediately preceding Monthly Payment Date; and
- (b) the product of:
  - (i) the Series<sub>2007-1</sub> Ratio computed for such Monthly Payment Date; and
  - (ii) the Investor Notes Monthly Amortisation Basis on such Monthly Payment Date;

“**Series<sub>2007-1</sub> Clean-Up Call Condition**” means, in respect of the Series<sub>2007-1</sub>, on any Monthly Payment Date, the condition that is satisfied if:

- (a) the Seller,
  - (i) has notified the Management Company fifteen (15) Business Days before such Monthly Payment Date of its intention to exercise its option pursuant to the provisions of the Issuer Regulations; and
  - (ii) subscribes, or causes the subscription of, the Short Term Notes or the Series<sub>2007-1</sub> issued on such Monthly Payment Date provided that the aggregate amount of such issuances shall be at least equal to the Series<sub>2007-1</sub> Clean-Up Call Amount;
- (b) and
  - (i) on the immediately preceding Monthly Payment Date, the Series<sub>2007-1</sub> Outstanding Amount was less than 10 per cent. of the Series<sub>2007-1</sub> Issue Amount; or
  - (ii) such Monthly Payment Date corresponds to the Series<sub>2007-1</sub> Expected Maturity Date;

“**Series<sub>2007-1</sub> Issue Amount**” means, in respect of the Series<sub>2007-1</sub>, the sum of:

- (a) the aggregate of the Class A<sub>1-2007-1</sub> Notes Issue Amounts for all the Class A<sub>1-2007-1</sub> Notes;
- (b) the Class B<sub>2007-1</sub> Notes Issue Amount; and
- (c) the Class C<sub>2007-1</sub> Notes Issue Amount;

“**Series<sub>2007-1</sub> Effective Maturity Date**” means the earlier of:

- (a) the Series<sub>2007-1</sub> Legal Maturity Date; and
- (b) the Monthly Payment Date on which the Series<sub>2007-1</sub> Outstanding Amount becomes null;

“**Series<sub>2007-1</sub> Expected Maturity Date**” means, in respect of the Series<sub>2007-1</sub>, the Monthly Payment Date falling in October 2008;

“**Series<sub>2007-1</sub> Legal Maturity Date**” means, in respect of the Series<sub>2007-1</sub>, the legal maturity date relating to each Investor Note belonging to such Series<sub>2007-1</sub>;

“**Series<sub>2007-1</sub> Monthly Additional Amortisation Basis**” means, on any Monthly Payment Date relating to a Reference Period falling within the Amortisation Period and in respect of the Series<sub>2007-1</sub> for which at least one Class A<sub>1-2007-1</sub> Note, Class B<sub>2007-1</sub> Note or Class C<sub>2007-1</sub> Note is amortising and has not been fully redeemed, the amount equal to:

- (A) if the relevant Series<sub>2007-1</sub> Monthly Residual Amortisation Basis is equal to zero, the ratio of:

- (i) the product of:
  - (aa) the Series<sub>2007-1</sub> Ratio; and
  - (bb) the sum of all Series<sub>20xx-y</sub> Monthly Residual Amortisation Basis; to
- (ii) the sum of the Series<sub>20xx-y</sub> Ratios for all Series<sub>20xx-y</sub> in respect of which (aa) at least one Class A<sub>i, 20xx-y</sub> Note, Class B<sub>20xx-y</sub> Note or Class C<sub>20xx-y</sub> Note is amortising and has not been fully redeemed, and (bb) the relevant Series<sub>20xx-y</sub> Monthly Residual Amortisation Basis is equal to zero;

(B) if the relevant Series<sub>2007-1</sub> Monthly Residual Amortisation Basis is different of zero, zero;

“**Series<sub>2007-1</sub> Monthly Amortisation Amount**” means, on any Monthly Payment Date relating to a Reference Period falling within the Amortisation Period and in respect of the Series<sub>2007-1</sub> for which at least one Class A<sub>1-2007-1</sub> Note, Class B<sub>2007-1</sub> Note or Class C<sub>2007-1</sub> Note is amortising and has not been fully redeemed, the sum of:

- (a) the Class A<sub>1-2007-1</sub> Notes Amortisation Amount as at such Monthly Payment Date, and
- (b) the Class B<sub>2007-1</sub> Notes Amortisation Amount as at such Monthly Payment Date; and
- (c) the Class C<sub>2007-1</sub> Notes Amortisation Amount as at such Monthly Payment Date,

for all Class A<sub>1-2007-1</sub> Notes, Class B<sub>2007-1</sub> Notes or Class C<sub>2007-1</sub> Notes belonging to such Series<sub>2007-1</sub>;

“**Series<sub>2007-1</sub> Monthly Amortisation Basis**” means, on any Monthly Payment Date relating to a Reference Period falling within the Amortisation Period and in respect of a Series<sub>2007-1</sub> for which at least one Class A<sub>1-2007-1</sub> Note, Class B<sub>2007-1</sub> Note or Class C<sub>2007-1</sub> Note is amortising and has not been fully redeemed, the sum of:

- (a) the product of:
  - (i) the Series<sub>2007-1</sub> Ratio computed for such Monthly Payment Date; and
  - (ii) the Investor Notes Monthly Amortisation Basis on such Monthly Payment Date; and
- (b) the Series<sub>2007-1</sub> Clean Up Call Amount for such Monthly Payment Date;

“**Series<sub>2007-1</sub> Monthly Residual Amortisation Basis**” means, on any Monthly Payment Date relating to a Reference Period falling within the Amortisation Period and in respect of the Series<sub>2007-1</sub> for which at least one Class A<sub>1-2007-1</sub> Note, Class B<sub>2007-1</sub> Note or Class C<sub>2007-1</sub> Note is amortising and has not been fully redeemed, the greater of:

- (A) the difference between:
  - (a) the Series<sub>2007-1</sub> Monthly Amortisation Basis as at such Monthly Payment Date, and
  - (b) the relevant Series<sub>2007-1</sub> Outstanding Amount as at such Monthly Payment Date;

(B) zero;

“**Series<sub>2007-1</sub> Outstanding Amount**” means, on any Monthly Payment Date, and in respect of all Class A<sub>1-2007-1</sub> Notes, Class B<sub>2007-1</sub> Notes and Class C<sub>2007-1</sub> Notes that belong to the Series<sub>2007-1</sub>, the sum of such Class A<sub>1-2007-1</sub> Notes Outstanding Amount, Class B<sub>2007-1</sub> Notes Outstanding Amount and Class C<sub>2007-1</sub> Notes Outstanding Amount, as at such Monthly Payment Date;

“**Series<sub>2007-1</sub> Priority of Payments**” means, for any Series<sub>2007-1</sub>:

- (a) that a Class B<sub>2007-1</sub> Note will not begin to amortise before the Monthly Payment Date on which all Class A<sub>1-2007-1</sub> Notes belonging to the same Series<sub>2007-1</sub> will have been fully redeemed; and

(b) that a Class C<sub>2007-1</sub> Note will not begin to amortise before the Monthly Payment Date on which all Class A<sub>1-2007-1</sub> Notes and all Class B<sub>2007-1</sub> Notes belonging to the same Series<sub>2007-1</sub> will have been fully redeemed, provided that any Series<sub>2007-1</sub> Priority of Payments shall not apply during the Accelerated Amortisation Period, as referred to in the definition of “Class A<sub>1-2007-1</sub> Notes Amortisation Amount”, of “Class B<sub>2007-1</sub> Notes Amortisation Amount” or of “Class C<sub>2007-1</sub> Notes Amortisation Amount”;

“**Series<sub>2007-1</sub> Ratio**” means, on any Monthly Payment Date, and in respect of all Class A<sub>1-2007-1</sub> Notes, Class B<sub>2007-1</sub> Notes or Class C<sub>2007-1</sub> Notes that belong to the Series<sub>2007-1</sub>, the ratio of:

- (a) such Series<sub>2007-1</sub> Outstanding Amount as of the preceding Monthly Payment Date; to
- (b) the sum as of the preceding Monthly Payment Date of the Series<sub>20xx-y</sub> Outstanding Amounts for all Series in respect of which at least one Class A<sub>i-20xx-y</sub> Note, Class B<sub>20xx-y</sub> Note or Class C<sub>20xx-y</sub> Note is amortising and has not been fully redeemed;

“**Servicer**” means RCI Banque S.A., Niederlassung Deutschland, (or, as the case may be, any entity substituted pursuant to the provisions of the Servicing Agreement), acting pursuant to the terms and conditions of the Servicing Agreement under which the Seller will agree to service the Transferred Receivables it has transferred to the Issuer;

“**Servicer Collection Account**” means any bank account of the Servicer opened with the Servicer Collection Account Bank for the purposes of receiving the Collections arising in relation to the Transferred Receivables;

“**Servicer Collection Account Bank**” means West LB AG, a German public stock corporation (*Aktiengesellschaft*) which is registered under HRB 42975 in the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Düsseldorf and under HRB 4600 in the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Münster, whose registered office is at Herzogstr. 15, 40217 Düsseldorf, Germany;

“**Servicer Event of Default**” means the occurrence of any of the following events:

- (a) any failure by the Servicer to make any payment under any of the Issuer Transaction Documents to which it is a party, when due, except if such failure is due to technical reasons and such default is remedied by the relevant Servicer within two (2) Business Days;
- (b) any payment obligation of the Servicer under any of the Issuer Transaction Documents to which the Servicer is a party is or becomes, for any reason, ineffective or unenforceable, except if this is remedied by the Servicer within two (2) Business Days;
- (c) the Servicer modifies, suspends or threatens to suspend a substantial part of its business or activities or any governmental authority threatens to expropriate all or part of its assets, and such event, in the Management Company's reasonable opinion;
  - (i) results in or is likely to give rise to a default of the Issuer's own obligations, undertakings, representations or warranties under any of the Issuer Transaction Documents to which it is a party; or
  - (ii) affects or is likely to affect significantly the ability of the relevant Servicer to perform its obligations under the terms of any of the Issuer Transaction Documents to which it is a party; or
  - (iii) affects or is likely to affect significantly the recoverability of the Transferred Receivables; or
  - (iv) results or is likely to result in the downgrading of the then current rating of the Rated Notes;
- (d) the Servicer is Insolvent;

- (e) at the end of a consultation period relating to the relevant Servicer, a Servicer Potential Event of Default results or, in the Management Company's reasonable opinion, may likely result in the downgrading of the then current rating of the Rated Notes;
- (f) the occurrence of a Seller Event of Default or the date on which the appointment of the Servicer is terminated;

“**Servicer Potential Event of Default**” means any of the following;

- (a) any failure by the Servicer to comply with or perform any of its obligations or undertakings (other than those in respect of which a failure constitutes a Servicer Event of Default) under the terms of any of the Issuer Transaction Documents to which it is a party;
- (b) any representation or warranty made by the Servicer under the terms of any of the Issuer Transaction Documents to which it is a party, proves to be inaccurate when made or repeated or ceases to be accurate at any later stage;
- (c) any provision of the Issuer Transaction Documents to which the Servicer is a party is or becomes, for any reason, ineffective or unenforceable;
- (d) any event or a series of events (other than those referred to in sub-clauses (a), (b) or (c) above), connected or unconnected attributable to the Servicer,

and which, in all cases and, in the Management Company's reasonable opinion:

- (i) results in, or may likely give rise to, a default of the Issuer's own obligations, undertakings under any of the Issuer Transaction Documents to which it is a party; or
- (ii) affects, or is likely to affect significantly, the ability of the relevant Servicer to perform its obligations (and, in case of a breach as set out in item (i) above only, other than those obligations referred to in item (i) above) under the terms of any of the Issuer Transaction Documents to which it is a party; or
- (iii) affects or is likely to affect significantly the recoverability of the Transferred Receivables; or
- (iv) results or may likely result in the downgrading of the then current rating of the Rated Notes;

“**Servicer Termination Date**” means the date on which the appointment of the Servicer is terminated in accordance with the Servicing Agreement;

“**Servicing Agreement**” means the servicing agreement executed on or before the Issuer Establishment Date between the Servicer and the Issuer pursuant to which the Servicer has agreed to manage and service the Transferred Receivables, in the name and on behalf of the Issuer, as amended from time to time;

“**Servicing Procedures**” means, in respect of the Servicer, the procedures and guidelines, whether written or oral, used by the Servicer for the purposes of servicing the Transferred Receivables from time to time;

“**Short Term Revolving Notes**” means the Class R Notes, the Class S Notes and the Class T Notes;

“**Short Term Revolving Notes Amortisation Amount**” means, on any Monthly Payment Date, the sum of the Class R Notes Amortisation Amount, the Class S Notes Amortisation Amount and the Class T Notes Amortisation Amount as at such Monthly Payment Date;

“**Short Term Revolving Notes Amortisation Basis**” means the sum of the Class R Notes Amortisation Basis, the Class S Notes Amortisation Basis and the Class T Notes Amortisation Basis;



**“Short Term Revolving Notes Initial Principal Amount”** means the sum of the Class R Notes Initial Principal Amount, the Class S Notes Initial Principal Amount and the Class T Notes Initial Principal Amount;

**“Short Term Revolving Notes Interest Amount”** means, on a given Monthly Payment Date, the sum of the Class R Notes Interest Amount, the Class S Notes Interest Amount and the Class T Notes Interest Amount, each as at such Monthly Payment Date;

**“Short Term Revolving Notes Issue Amount”** means:

- (a) on any Monthly Payment Date which is a Series Notes Issue Date, the difference between:
  - (i) the Performing Receivables Principal Outstanding Balance as at the Cut-Off Date relating to such Monthly Payment Date; and
  - (ii) the sum of:
    - (aa) the aggregate of the Series<sub>20xx-y</sub> Outstanding Amount in respect of the Series<sub>20xx-y</sub> which have a Series<sub>20xx-y</sub> Effective Maturity Date falling after such Monthly Payment Date (including for the avoidance of doubt the Series<sub>20xx-y</sub> issued on such Monthly Payment Date), and
    - (bb) Class D Notes Outstanding Amount as at such Monthly Payment Date;
- (b) on any Monthly Payment Date relating to a Reference Period falling within the Replenishment Period which is not a Series Notes Issue Date: the maximum amount between:
  - (i) the sum of the Class S Notes Issue Amount and the Class T Notes Issue Amount, as of such Monthly Payment Date; and
  - (ii) the positive difference between:
    - (aa) the sum of:
      - (w) the Monthly Receivables Purchase Amount applicable to the relevant Production of Eligible Receivables; and
      - (x) the Short Term Revolving Notes Amortisation Amount on such Monthly Payment Date; and
      - (y) the sum of all the Series<sub>20xx-y</sub> Clean-Up Call Amounts, as of such Monthly Payment Date; and
      - (z) if such monthly payment date is a Series<sub>20xx-y</sub> Effective Maturity Date, the Class D Notes Amortisation Amount on such Monthly Payment Date; and
    - (bb) the Available Replenishment Basis as of such Monthly Payment Date;
- (c) on any Monthly Payment Date relating to a Reference Period not falling within the Replenishment Period: zero;

**“Short Term Revolving Notes Outstanding Amount”** means:

- (a) on the first Monthly Payment Date:
  - (i) the Short Term Revolving Notes Initial Principal Amount, less
  - (ii) the Short Term Revolving Notes Amortisation Amount as at such Monthly Payment Date; plus
  - (iii) the Short Term Revolving Notes Issue Amount as at such Monthly Payment Date;

- (b) on any subsequent Monthly Payment Date:
- (i) the Short Term Revolving Notes Outstanding Amount as at the preceding Monthly Payment Date, less
  - (ii) the Short Term Revolving Notes Amortisation Amount as at such Monthly Payment Date; plus
  - (iii) the Short Term Revolving Notes Issue Amount as at such Monthly Payment Date;

“**Special Ledger**” means the ledger opened in the books of the Seller, in its capacity as Servicer, in which it records all its Transferred Receivables for all Borrowers, so that each Borrower and each Transferred Receivable shall be identified and individualised (*désignés et individualisés*) at any time as from the Information Date preceding the Monthly Payment Date on which it was transferred;

“**Specially Dedicated Account Bank**” means WestLB AG; acting in its capacity as specially dedicated account bank pursuant to the Specially Dedicated Bank Account Agreement and any successor thereof;

“**Specially Dedicated Account Agreement**” means the agreement dated 28 September 2007 and made between the Management Company, the Depository, the Servicer and the Servicer Collection Account Bank in relation to the operation of the Specially Dedicated Bank Account, and pursuant to which the Collections credited at any time to the Specially Dedicated Bank Account shall be secured for the exclusive benefit of the Issuer;

“**Specially Dedicated Bank Account**” means any Servicer Collection Account of the Servicer opened with the Servicer Collection Account Bank and which has been designated as specially dedicated account in accordance with the provisions of the Specially Dedicated Account Agreement for the purposes of receiving Collections under the Transferred Receivables;

“**Standard & Poor’s**” means Standard and Poor’s Rating Services, a division of the McGraw Hill Companies, Inc;

“**Sub-Group Swap Rate**” means, in respect of a Swap Period, the Reference Swap Rate as at the Monthly Payment Dates preceding the first day of such Swap Period;

“**Subordinated Notes**” means the Class B Notes, the Class S Notes, the Class C Notes, the Class T Notes and the Class D Notes (if any);

“**Subordinated Notes Outstanding Amount**” means, on any date, the sum of the Class B Notes Outstanding Amount, the Class C Notes Outstanding Amount, the Class S Notes Outstanding Amount, the Class T Notes Outstanding Amount and the Class D Notes Outstanding Amount, as at such date;

“**Subscriber**” means any of the following:

- (a) in respect of the Class R Notes, RCI Banque; and
- (b) in respect of the Class C, the Class S, the Class T and the Class D Notes (if any), the Seller;

“**Subsidised Interest**” means, in respect of a Transferred Receivable, the Manufacturer Subsidy Interest and Complementary Subsidy Interest as the case may be;

“**Subsidised Interest Balance**” means, in respect of a Transferred Receivable:

- (a) on the relevant Transfer Effective Date, an amount corresponding to the sum of (i) the amount of the Manufacturer Subsidised Interest relating to such Transferred Receivable, which has not been recorded as additional income by the Seller as of such date in accordance with the internal calculation rules of the Seller, and set out in the Monthly Report sent by the Servicer to the Management Company on the Information Date relating to the Cut-Off Date falling on or following the relevant Transfer Effective Date and (ii) the amount of the Complementary Subsidy Interest relating of such Transferred Receivables,

which is required in order to respect the Eligibility Criteria relative to the minimum margin of each Auto Loan Agreement and which is computed by the Management Company;

- (b) in respect of any Reference Period following the relevant Transfer Effective Date: an amount being equal to the difference between:
  - (i) the Subsidised Interest Balance relating to such Transferred Receivable as of the relevant Transfer Effective Date, and
  - (ii) the sum of all Subsidised Interest Instalment Amounts relating to such Transferred Receivable paid by the Seller to the Issuer since the Transfer Date of such Transferred Receivable in respect of all the Reference Periods preceding such Reference Period;

**“Subsidised Interest Instalment Amount”** means, in respect of any Transferred Receivable and of any Reference Period, an amount being equal to the difference between:

- (a) the Subsidised Interest Balance in respect of the preceding Reference Period; and
- (b) the Subsidised Interest Balance in respect of such Reference Period, provided that (i) the amount corresponding to the Manufacturer Subsidised Interest shall be set out in the Monthly Report sent by the Servicer to the Management Company on the Information Date relating to such Reference Period and (ii) as the case may be, the amount corresponding to the Complementary Subsidy Interest will be computed by the Management company on the Calculation Date relating to such Reference Period;

**“Supplementary Service”** means, in relation to any Transferred Receivable, any insurance or credit service offered to the Borrowers by the Seller in connection with the Auto Loan Agreement giving rise to that Transferred Receivable;

**“Swap Fixed Rate”** means, on any Monthly Payment Date, the ratio of:

- (a) the sum of the products, in respect of each Performing Receivable, of the Principal Outstanding Balance of such Receivable as at the Cut-Off Date relating to the immediately preceding Monthly Payment Date and the Sub-Group Swap Rate that was in force when such Receivable was purchased by the Issuer; to
- (b) the Principal Outstanding Balance of the Performing Receivables as at the Cut-Off Date relating to the immediately preceding Monthly Payment Date;

**“Swap Period”** means:

- (a) in respect of the first Swap Period, the period starting on and including the Closing Date and ending on but excluding the 1<sup>st</sup> Monthly Payment Date thereafter; and
- (b) in respect of any subsequent Swap Period, the period starting on and including the last day of the preceding Swap Period and ending on but excluding the following Monthly Payment Date;

**“Swap Termination Date”** means, in respect of the Issuer Swap Agreement, the earlier of:

- (a) the Monthly Payment Date falling when the notional amount of the interest rate swap transaction under the Issuer Swap Agreement becomes equal to zero; or
- (b) as long as the rights and obligations of any of the Issuer Swap Counterparty acting as Party A under the Issuer Swap Agreement has not novated to the Issuer Stand-by Swap Provider, the date falling two (2) months after the date on which the Class A<sub>1-2007-1</sub> Notes Outstanding Amount, the Class B<sub>2007-1</sub> Notes Outstanding Amount, the Class C Notes Outstanding Amount, the Class R Notes Outstanding Amount and the Class S Notes Outstanding Amount issued before the full amortisation of the Investor Notes have been reduced to zero;

- (c) if the rights and obligations of any of the Issuer Swap Counterparty acting as Party A under the Issuer Swap Agreement has not novated to the Issuer Stand-by Swap Provider, the date on which the Class A<sub>1-2007-1</sub> Notes Outstanding Amount, the Class B<sub>2007-1</sub> Notes Outstanding Amount, the Class C Notes Outstanding Amount, the Class R Notes Outstanding Amount, the Class S Notes Outstanding Amount and the Class T Notes Outstanding Amount is reduced to zero;

“**Target Settlement Day**” means any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET) System is open;

“**Transfer Date**” means the Monthly Payment Date relating to a Reference Period falling within the Replenishment Period on which an Eligible Receivable is transferred to the Issuer, as set out in the Transfer Document applicable to such Reference Period; any reference to a Transfer Date relating to a given Reference Period or Cut-Off Date shall be a reference to the Transfer Date falling within the calendar month following such Reference Period or Cut-Off Date;

“**Transfer Document**” means any *acte de cession* executed in accordance with the provisions of Articles L. 214-43 *et seq.* of the French Monetary and Financial Code as well as any German transfer, in each case the form attached to the Master Receivables Transfer Agreement, pursuant to which the Seller transfers to the Issuer Eligible Receivables pursuant to the provisions of the Master Receivables Transfer Agreement;

“**Transfer Effective Date**” means in respect of any Receivable transferred on a Transfer Date following the Issuer Establishment Date, the day following the Cut-Off Date relating to such Transfer Date;

“**Transfer Offer**” means the transfer offer relating to certain Eligible Receivables delivered by the Seller to the Management Company on behalf of the Issuer;

“**Transfer Offer Date**” means in respect of a Calculation Date, the Business Day immediately following such Calculation Date on which the Transfer Offer is delivered by the Seller to the Management Company on behalf of the Issuer;

“**Transferred Receivable**” means any Receivable, which:

- (a) has been transferred by the Seller to the Issuer;
- (b) remains outstanding; and
- (c) is neither a Re-transferred Receivable nor an Affected Receivable;

“**Underwriting Agreements**” means the Class A<sub>1-2007-1</sub> Notes Underwriting Agreement and the Class B<sub>2007-1</sub> Notes Underwriting Agreement;

“**Unit**” means each of the two units (parts), with a nominal amount of €500 each, bearing an undetermined interest rate, issued by the Issuer on the Issuer Establishment Date, pursuant to the Issuer Regulations, in accordance with Articles L. 214-43 to L. 214-49 of the French Monetary and Financial Code;

“**Unitholder**” means a holder from time to time of any Unit;

“**Used Car**” means any car, being a private vehicle or a commercial vehicle which, on its date of purchase, has had at least one previous owner, sold by a Car Seller, purchased by a Borrower under a sale agreement and financed under the relevant Auto Loan Agreement;

“**Used Car Financing Ratio**” means, on any Calculation Date, the ratio of:

- (a) the aggregate Principal Outstanding Balance of the Performing Receivables relating to the financing of Used Cars as of the Cut-Off Date relating to such Calculation Date (including the Production of Eligible Receivables to be transferred on the immediately following Monthly Payment Date), to

- (b) the aggregate Principal Outstanding Balance of the Performing Receivables as of the Cut-Off Date relating to such Calculation Date (including the Production of Eligible Receivables to be transferred on the immediately following Monthly Payment Date);

“**Vehicle**” means, as the case may be, a New Car or a Used Car financed with an Auto Loan Agreement;

“**Weighted Average Margin**” means, in respect of a given Monthly Payment Date and of a portfolio of Performing Receivables (including the Production of Eligible Receivables to be transferred on such Monthly Payment Date), the ratio of:

- (a) the sum of the products, on a Receivable per Receivable basis, of the Margin of each Performing Receivable and of the Principal Outstanding Balance of such Performing Receivable as at the Cut-Off Date relating to such Monthly Payment Date; to
- (b) the sum of the Principal Outstanding Balances of each Performing Receivable as at the Cut-Off Date relating to such Monthly Payment Date;

“**Weighted Average Seasoning**” means, in respect of any Calculation Date and of a portfolio of Performing Receivables (including the Production of Eligible Receivables to be transferred on the immediately following Monthly Payment Date), the ratio of:

- (a) the sum of the products, on a Receivable by Receivable basis, of the Seasoning of each Performing Receivable as of the Cut-Off Date relating to such Calculation Date (excluding the Delinquent Receivables) and of the Principal Outstanding Balance of such Performing Receivable (excluding the Delinquent Receivables) as of the Cut-Off Date relating to such Calculation Date; to
- (b) the sum of the Principal Outstanding Balances of all Performing Receivable (excluding the Delinquent Receivables) as of the such Cut-Off Date relating to that Calculation Date.

## Appendix II - Ratings of the Offered Notes

Eurotitrisation, in its capacity as Management Company, RCI Banque, in its capacity as Depository, have agreed to request Moody's and Standard & Poor's, in their capacity as Rating Agencies appearing on the list established by the decree dated of 23 August 1991, to provide ratings for the Offered Notes and to prepare the rating documents as specified in Article L. 214-44 of the French Monetary and Financial Code.

The ratings assigned by the Rating Agencies to the Offered Notes address the timely payment of interest to the Offered Noteholders on each Monthly Payment Date and the ultimate payment of principal at the latest on the Legal Maturity Date.

**The ratings assigned by the Rating Agencies should not be considered as a recommendation or an invitation to subscribe, to sell or to purchase any Offered Note. Such ratings may be, at any time, revised, suspended or otherwise withdrawn by the Rating Agencies.**

This assessment of the Rating Agencies takes into account the capacity of the Issuer to reimburse in full the principal of the Offered Notes at the latest on the Legal Maturity Date. It also takes into account the nature and characteristics of the Receivables, the regularity and continuity of the cash flows from the transaction, the legal aspects relating to the Offered Notes and the nature and extent of the coverage of the credit risks related to Offered Notes. The rating of the Offered Notes does not involve any assessment of the yield that any Offered Noteholder may receive.

The preliminary ratings assigned to the Offered Notes, as well as any revision, suspension, or withdrawal of such preliminary ratings that the Rating Agencies reserve the right to make subsequently, based on any information that comes to their attention:

- (a) are formulated by the Rating Agencies on the basis of information communicated to them and of which the Rating Agencies guarantee neither the accuracy nor the comprehensiveness, thus the Rating Agencies cannot in any way be held responsible for said credit ratings, except in the event of deceit or serious error demonstrated on their part; and
- (b) do not constitute and, therefore, should not in any way be interpreted as constituting, with respect to any subscribers of Offered Notes, an invitation, recommendation or incentive to perform any operation involving Offered Notes, in particular in this respect, to purchase, hold, keep, pledge or sell such Offered Notes.

### **Appendix III - Moody's Rating Letter**

**Appendix IV - S&P Rating Letter**



**ISSUER**

**CARS ALLIANCE AUTO LOANS GERMANY**

*A French Fonds Commun de Créances regulated by Articles L. 214-43 to L. 214-49  
and Articles R. 214-92 to R. 214-115 of the French Monetary and Financial Code*

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**SELLER AND SERVICER**

**RCI Banque S.A., Niederlassung Deutschland**

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**JOINT LEAD MANAGERS AND JOINT BOOKRUNNERS**

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Canary Wharf  
London E14 5LB

**HSBC France**

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