DLL UK EQUIPMENT FINANCE 2019-1 PLC

(incorporated in England and Wales with limited liability under registered number 11630712)

Notes	Principal Amount	Issue Price	Interest Rate/ Reference Rate	Relevant Margin	Final Maturity Date	Ratings (S&P Global/Fitch)
Class A	£306,000,000	100%	1 month Sterling LIBOR plus Relevant Margin, the sum being subject to a floor of zero	0.83%	March 2028	AAA(sf)/ AAAsf
Class B	£43,714,000	100%	2.5%	N/A	March 2028	Unrated

* Subject to the earlier occurrence of an Issuer Event of Default. See the section entitled "*Transaction Overview - Credit Structure and Cashflow*" below.

Closing Date	The Issuer will issue the Notes in the classes set out above on 27 March 2019 (the "**Closing Date**") (or such later date as may be agreed between the Issuer and the Joint Lead Managers).
Underlying Assets	The Issuer will make payments on the Notes from, *inter alia*, a portfolio comprising Receivables originated by De Lage Landen Leasing Limited ("**DLL**") as sole originator and which will be purchased by the Issuer on the Closing Date (the "**Portfolio**"). See the section entitled "*Description of Certain Transaction Documents – Receivables Purchase Agreement*" for more information. The Issuer confirms that the assets backing the issue of the Notes, taken together with the other arrangements to be entered into on or around the Closing Date, have characteristics that demonstrate capacity to produce funds to service any payments due and payable under the Notes and are not part of a re-securitisation and are collectible.
Credit Enhancement	• Subordination of the Class B Note; • Reserve Fund; and • Excess spread as determined, during the life of the Notes. Please refer to the section entitled "*Transaction Overview - Credit Structure and Cashflow*".
Liquidity Support	• Reserve Fund. Please refer to the section entitled "*Transaction Overview - Credit Structure and Cashflow*".
Redemption Provisions	Information on any optional and mandatory redemption of the Notes is summarised in the section "*Transaction Overview - Overview of the Terms and Conditions of the Notes*" and set out in full in Condition 6 (*Redemption*).
Rating Agencies	S&P Global and Fitch. Each of S&P Global and Fitch is established in the European Union and is registered under the Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**"). As such, each of S&P Global and Fitch is included in the list of credit rating agencies published by the European Securities

	and Markets Authority on its website (at http://www.esma.europa.eu/page/List-registered-and-certified-CRAs) in accordance with the CRA Regulation. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. When appointing the rating agencies for this transaction along with S&P Global and Fitch, DLL considered appointing a credit rating agency having less than 10 per cent. market share.
Credit Ratings	Ratings are expected to be assigned to the Class A Notes (the "**Rated Notes**") as set out above on or before the Closing Date.
	The ratings assigned by S&P Global and Fitch address the likelihood of: (a) timely payment of interest due to the Noteholders on each Payment Date; and (b) full payment of principal by a date that is not later than the Final Maturity Date.
	The assignment of ratings to the Rated Notes is not a recommendation to invest in the Rated Notes. Any credit rating assigned to the Rated Notes may be revised or withdrawn at any time.
Listing	This prospectus (the "**Prospectus**") comprises a prospectus for the purpose of Directive 2003/71/EC as amended by Directive 2010/73/EU (the "**Prospectus Directive**"). The Prospectus has been approved by the Central Bank of Ireland (the "**Central Bank**"), as competent authority under the Prospectus Directive. Such approval relates only to the Class A Notes which are to be admitted to trading on a regulated market for the purposes of Directive 2014/65/EU and/or which are to be offered to the public in any Member State of the European Economic Area. The Central Bank only approves this Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Application has been made to Euronext Dublin (the "**Euronext Dublin**") for the Notes (other than the Class B Note) issued during the period of twelve months after the date of this Prospectus to be admitted to its official list (the "**Official List**") and trading on its regulated market. There can be no assurance that such listing will be maintained. References in this Prospectus to the Class A Notes being listed (and all related references) shall mean that such Notes have been admitted to trading on Euronext Dublin's regulated market. Euronext Dublin's regulated market is a regulated market for the purposes of Directive 2014/65/EU (the "**MiFID II**").
Eurosystem Eligibility	The Class A Notes are intended to be held in a manner which would allow Eurosystem eligibility. This means that the Class A Notes are intended upon issue to be deposited with one of the International Central Securities Depositories (the "**ICSDs**"), as common safekeeper, but does not necessarily mean that the Class A Notes in the future will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem. Such recognition will depend upon the satisfaction of the other Eurosystem eligibility criteria. The Class B Note is not intended to be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem.
Obligations	The Notes will be obligations of the Issuer alone and will not be the obligations of, or guaranteed by, or be the responsibility of, any other entity. In particular, the Notes will not be obligations of, or guaranteed by, or be the responsibility of any Transaction Party, other than the Issuer.

The Volcker Rule	The Issuer was structured so as not to constitute a "covered fund" for purposes of the regulations adopted to implement Section 619 of the Dodd-Frank Act (such statutory provision together with such implementing regulations, the "**Volcker Rule**"). Any prospective investor in the Notes, including a bank or subsidiary or other affiliate thereof, should consult its own legal advisers regarding such matters and other effects of the Volcker Rule. Please refer to the risk factor entitled "*Effects of the Volcker Rule on the Issuer*" for more details.
EU Retention Undertaking and Transparency Requirements	DLL will, for the life of the Transaction, retain, as an "originator" (as defined in Article 2(3) of the Securitisation Regulation (as defined below)), a material net economic interest of not less than 5% in the securitisation in accordance with Article 6 of Regulation (EU) No 2017/2402 (the "**Securitisation Regulation**") (not taking into account any corresponding national measures). As at the Closing Date, such retention will be comprised of an interest in the Class B Note as required by Article 6(3)(d) of the Securitisation Regulation (the "**Retained Interest**"). Any change in the manner in which the Retained Interest is held may only be made in accordance with the applicable laws and regulations and will be notified to the Noteholders. See the section entitled "*Risk Retention and Transparency Requirements*" and the risk factors entitled "*EU risk retention, due diligence and transparency requirements*" and "*Basel Capital Accord and regulatory capital requirements*" for further information. In addition, there are a number of reporting obligations in the EU Risk Retention, Due Diligence and Transparency Requirements applicable to the Issuer (which shall be designated as the entity responsible to fulfil such reporting obligations) and in respect of which the Seller or the Servicer will provide certain assistance (see the risk factor entitled "*EU risk retention, due diligence and transparency requirements – Transparency Requirements*"). Each prospective investor in the Notes is required to independently assess and determine whether the information provided herein and in any reports provided to investors in relation to this transaction are sufficient to comply with the EU Retention and Transparency Requirements or any other regulatory requirement. None of the Issuer, the Seller, the Servicer, the Joint Lead Managers, the Joint Arrangers, the Note Trustee, the Issuer Security Trustee, their respective Affiliates or any other person makes any representation, warranty or guarantee that any such information is sufficient for such purposes or any other purpose and no such person shall have any liability to any prospective investor or any other person with respect to the insufficiency of such information or any failure of the transactions contemplated hereby to satisfy the EU Retention and Transparency Requirements or any other applicable legal, regulatory or other requirements other than in the case of DLL pursuant to the Retention. Each prospective investor in the Notes which is subject to the EU Retention and Transparency Requirements or any other regulatory requirement should consult with its own legal, accounting and other advisers and/or its national regulator to determine whether, and to what extent, such information is sufficient for such purposes and any other requirements of which it is uncertain. See the risk factor entitled "*EU risk retention, due diligence and transparency requirements"* and the section entitled *"Risk Retention and Transparency Requirements*" below.
U.S. Risk Retention	The Seller intends to rely on an exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions that meet certain requirements. Consequently, the Notes may not be purchased by persons except for: (a) persons that are not "U.S. persons" as defined in the U.S. Risk Retention

	Rules; and (b) persons that have obtained a U.S. Risk Retention Waiver from the Seller. No other steps have been taken by the Issuer, the Seller, the Joint Arrangers or the Joint Lead Managers or any of their affiliates or any other party to accomplish such compliance.
Significant Investor:	DLL, will, on the Closing Date, purchase 100% of the Class B Note. Please refer to the section entitled "*Subscription and Sale*" for further information.

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

Joint Arrangers and Joint Lead Managers

BofA Merrill Lynch **Coöperatieve Rabobank U.A.**

The date of this Prospectus is 25 March 2019

IMPORTANT NOTICES

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Issuer (having taken all reasonable care to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. Any information sourced from third parties contained in this Prospectus has been accurately reproduced (and is clearly sourced where it appears in this Prospectus) and, as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

The distribution of this Prospectus and the offering of the Notes in certain jurisdictions may be restricted by law. No representation is made by any Transaction Party that this Prospectus may be lawfully distributed, or that the Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, and none of them assumes any responsibility for facilitating any such distribution or offering. In particular, save for obtaining the approval by the Central Bank of Ireland of this prospectus as a Prospectus for the purposes of the Prospectus Directive, no action has been or will be taken by any Transaction Party which would permit a public offering of the Notes or distribution of this Prospectus in any jurisdiction where action for that purpose is required.

Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published, in any jurisdiction, except under circumstances that will result in compliance with all applicable laws and regulations. Persons into whose possession this Prospectus comes are required by the Issuer, the Joint Lead Managers and the Joint Arrangers to inform themselves about and to observe any such restriction. For a further description of certain restrictions on offers and sales of the Notes and distribution of this document (or any part hereof), see the section entitled "*Subscription and Sale*" below.

Neither the delivery of this Prospectus nor any sale or allotment made in connection with any offering of any of the Notes shall, under any circumstances, constitute a representation or create any implication that there has been no change in the information contained in this Prospectus since the date of this Prospectus.

Other than as expressly set out below, none of the Joint Lead Managers, the Joint Arrangers, the Issuer, the Issuer Security Trustee, the Note Trustee or the Swap Counterparty makes any representation, warranty or undertaking, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Prospectus or part thereof or any other information provided by the Issuer in connection with the Notes. None of the Joint Lead Managers, the Joint Arrangers, the Issuer, the Issuer Security Trustee, the Note Trustee or the Swap Counterparty accepts any liability in relation to the information contained in this Prospectus or any other information provided by the Issuer in connection with the Notes. Each potential purchaser of Notes should determine the relevance of the information contained in this Prospectus or part hereof and the purchase of Notes should be based upon such investigation as each purchaser deems necessary. None of the Joint Lead Managers, the Joint Arrangers, the Issuer Security Trustee, the Note Trustee or the Swap Counterparty undertakes or shall undertake to review the financial condition or affairs of the Issuer nor to advise any investor or potential investor in the Notes of any information coming to the attention of the Joint Lead Managers or the Joint Arrangers.

The Note Trustee and the Issuer Security Trustee accept responsibility solely for the information in the section entitled "*The Note Trustee and the Issuer Security Trustee*". To the best of the Note Trustee's and the Issuer Security Trustee's knowledge and belief (having taken all reasonable care to ensure that such is the case), the information contained therein is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by Note Trustee and the Issuer Security Trustee as to the accuracy or completeness of any other information contained in this Prospectus or any other information supplied in connection with the Notes or their distribution.

The Corporate Services Provider accepts responsibility for the information contained in the section entitled "*Corporate Administration*". To the best of the Corporate Services Provider's knowledge and belief (having taken all reasonable care to ensure that such is the case), the information contained therein is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Corporate Services Provider as to the accuracy or completeness of any other information contained in this Prospectus or any other information supplied in connection with the Notes or their distribution.

DLL accepts responsibility for the information contained in the sections entitled "The Seller, the Servicer, the Subordinated Loan Provider and the Swap Counterparty", "*Characteristics of the Portfolio*", "*Information Regarding the Policies and Procedures of the Originator*", and "*Overview of the UK Asset Finance Market*". To the best of DLL's knowledge and belief (having taken all reasonable care to ensure that such is the case), the information contained therein is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by DLL as to the accuracy or completeness of any other information contained in this Prospectus or any other information supplied in connection with the Notes or their distribution.

The Account Bank and the Back-Up Swap Counterparty accept responsibility for the information contained in the section entitled "*The Account Bank and the Back-Up Swap Counterparty*". To the best of the Account Bank's and the Back-Up Swap Counterparty's knowledge and belief (having taken all reasonable care to ensure that such is the case), the information contained therein is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Account Bank and the Back-Up Swap Counterparty as to the accuracy or completeness of any other information contained in this Prospectus or any other information supplied in connection with the Notes or their distribution.

The Principal Paying Agent and the Registrar accept responsibility for the information in the section entitled "*The Principal Paying Agent and the Registrar*". To the best of the Principal Paying Agent's and the Registrar's knowledge and belief (having taken all reasonable care to ensure that such is the case), the information contained therein is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Principal Paying Agent and the Registrar as to the accuracy or completeness of any other information contained in this Prospectus or any other information supplied in connection with the Notes or their distribution.

The Cash Manager accepts responsibility for the information contained in the section entitled "*The Cash Manager*". To the best of the Cash Manager's knowledge and belief (having taken all reasonable care to ensure that such is the case), the information contained therein is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Cash Manager as to the accuracy or completeness of any other information contained in this Prospectus or any other information supplied in connection with the Notes or their distribution.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OR "BLUE SKY" LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND THEREFORE MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ANY APPLICABLE STATE OR FEDERAL SECURITIES LAWS. ACCORDINGLY, THE NOTES ARE BEING OFFERED AND SOLD OUTSIDE THE UNITED STATES TO PERSONS OTHER THAN U.S. PERSONS IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT. FOR A

DESCRIPTION OF CERTAIN RESTRICTIONS ON RESALES OR TRANSFERS, SEE "*SUBSCRIPTION AND SALE*".

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY ANY UNITED STATES FEDERAL OR STATE SECURITIES COMMISSION OR ANY OTHER U.S. REGULATORY AUTHORITY AND THE ISSUER HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

THE NOTES ARE NOT INTENDED TO BE SOLD AND SHOULD NOT BE SOLD TO RETAIL INVESTORS. PROSPECTIVE INVESTORS ARE REFERRED TO THE SECTION HEADED "*SUBSCRIPTION AND SALE – RETAIL INVESTOR RESTRICTION*" BELOW FOR FURTHER INFORMATION.

None of the Issuer, the Joint Lead Managers or the Joint Arrangers makes any representation to any prospective investor or purchaser of the Notes regarding the legality of investment therein by such prospective investor or purchaser under applicable legal investment or similar laws or regulations.

No person has been authorised to give any information or to make any representation other than as 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 Issuer, the Issuer Security Trustee, the Note Trustee, the directors of the Issuer, the Joint Lead Managers, the Swap Counterparty or the Joint Arrangers.

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy the Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus or any part hereof and any offering of the Notes in certain jurisdictions may be restricted by law. No action has been taken by the Issuer, the Joint Lead Managers or the Joint Arrangers other than as set out in the paragraph headed "*Listing*" on page (ii) of this Prospectus that would permit a public offer of the Notes in any country or jurisdiction where action for that purpose is required. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Prospectus nor any part hereof nor any other prospectus, form of application, advertisement or other offering material may be issued, distributed or published in any country or jurisdiction (including Ireland), except in circumstances that will result in compliance with applicable laws, orders, rules and regulations.

The Cleared Notes will be represented by a global note which is expected to be deposited with a common safekeeper (the "**Common Safekeeper**") for Euroclear Bank S.A./N.V. ("**Euroclear**") and Clearstream Banking *société anonyme* ("**Clearstream, Luxembourg**").

The Class B Note will be in dematerialised registered form. The Issuer will maintain a register, to be kept on the Issuer's behalf by the Registrar, in which the Class B Note will be registered in the name of the Class B Noteholder. Transfer of all or any portion of the interest in the Class B Note may be effected only through the register maintained by the Issuer.

References in this Prospectus to "**£**" or "**Sterling**" are to the lawful currency for the time being of the United Kingdom of Great Britain and Northern Ireland.

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

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

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

The Transaction Documents are available on request to holders of a securitisation position and potential investors.

Commercial Activities

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

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

MiFID II Product Governance / Professional investors and ECPs only target market

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

consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

PRIIPS Regulation / Prohibition of Sales to EEA Investors

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

Benchmarks

Interest payable under the Class A Notes is calculated by reference to LIBOR, which is provided by ICE Benchmark Administration Limited (the "**Administrator**"). As at the date of this Prospectus, the Administrator appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to article 36 of Regulation (EU) 2016/1011 (the "**Benchmark Regulation**").

Selling Restrictions

Except with the express prior consent of the Seller in the form of a U.S. Risk Retention Waiver and where such sale falls within the exemption provided by Section 20 of the U.S. Risk Retention Rules, the Notes may not be sold to, or for the account or benefit of, any Risk Retention U.S. Person. Prospective investors should note that the definition of "U.S. person" in the U.S. Risk Retention Rules is similar to, but not identical to, the definition of "U.S. person" in Regulation S under the Securities Act ("**Regulation S**") and that persons who are not "U.S. persons" under Regulation S may be "U.S. persons" under the U.S. Risk Retention Rules. The Notes may not be transferred to any person except for persons that are not Risk Retention U.S. Persons. Purchasers of the Notes or a beneficial interest therein acquired in the initial syndication of the Notes, by their acquisition of the Notes or a beneficial interest therein, will be deemed to have made certain representations and agreements, including that each purchaser: (1) either (i) is not a Risk Retention U.S. Person or (ii) has obtained a U.S. Risk Retention Waiver; (2) is acquiring such Notes or beneficial interest therein for its own account and not with a view to distribute such Notes; and (3) is not acquiring such Notes or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules (including acquiring such Note through a non-Risk Retention U.S. Person, rather than a Risk Retention U.S. Person, as part of a scheme to evade the 10 per cent. Risk Retention U.S. Person limitation in the exemption provided for in section 20 of the U.S. Risk Retention Rules).

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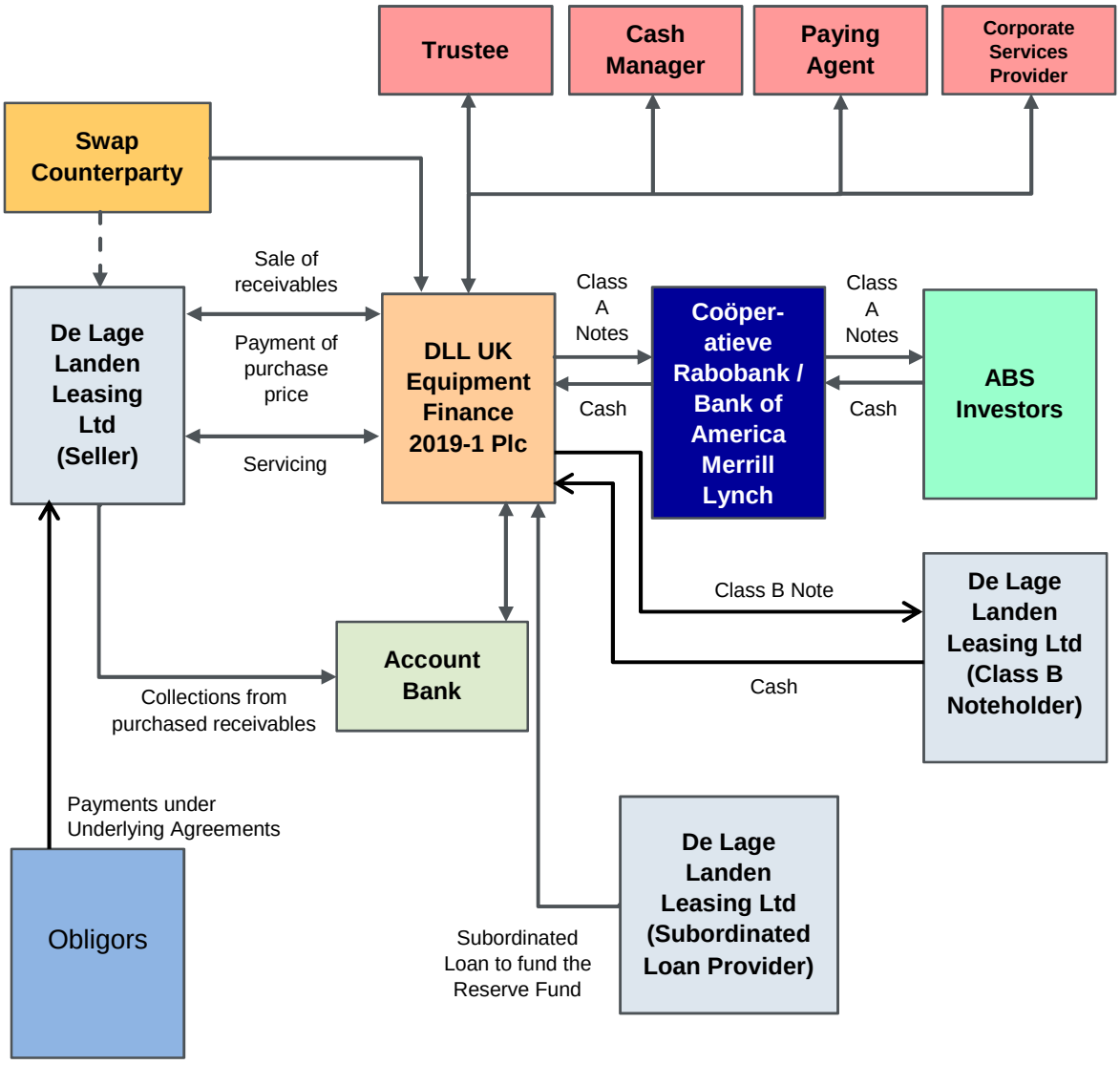
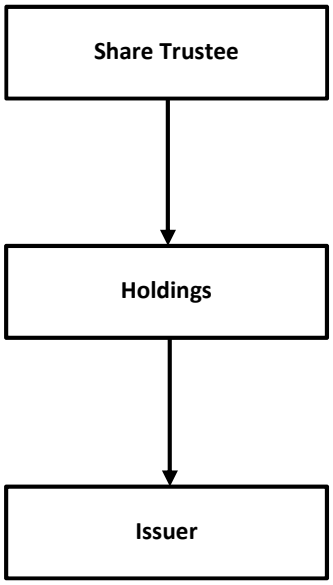
DIAGRAMMATIC OVERVIEW OF THE TRANSACTION

Below is a diagrammatic overview of the transaction structure. This transaction structure diagram is qualified in its entirety by the detailed information appearing elsewhere in this Prospectus. If there is any inconsistency between this transaction structure diagram and the information provided elsewhere in this Prospectus, such information shall prevail.

In addition, investors must consider the risks relating to the Notes. See the section headed "*Risk Factors*" below for a description of certain aspects of the issue of the Notes about which prospective investors should be aware.



DIAGRAMMATIC OVERVIEW OF THE OWNERSHIP STRUCTURE OF THE ISSUER



RISK FACTORS

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

The following is an overview of certain aspects of the Notes of which prospective investors should be aware. The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but the Issuer may be unable to pay interest, principal or other amounts on or in connection with the Notes for other reasons, and the Issuer does not represent that the statements below regarding the risks of holding the Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

RISK FACTORS RELATING TO THE NOTES

1. Liability and limited recourse under the Notes

The Notes represent obligations of the Issuer only and will not be guaranteed by, or be the responsibility of, any other entity. None of the Joint Arrangers, the Joint Lead Managers, the Issuer Security Trustee, DLL or any of its affiliates, the Note Trustee, the Account Bank, the Cash Manager, the Paying Agents or any affiliate of the Issuer, any other Transaction Party (except the Issuer) or any other third person or entity, assume any liability to the Noteholders if the Issuer fails to make a payment due under the Notes.

If at any time following:

(a) the occurrence of either:

(i) the Final Maturity Date or any earlier date upon which all of the Notes of each Class are due and payable; or

(ii) the service of an Note Acceleration Notice; and

(b) Realisation of the Issuer Charged Assets and application in full of any amounts available to pay amounts due and payable under the Notes in accordance with the applicable Priority of Payments,

the proceeds of such Realisation are insufficient, after payment of all other claims ranking in priority in accordance with the applicable Priority of Payments, to pay in full all amounts then due and payable under any Class of Notes, then the amount remaining to be paid (after such application in full of the amounts first referred to in (b) above) under such Class of Notes (and any Class of Notes junior to that Class of Notes) shall, on the day following such application in full of the amounts referred to in (b) above, cease to be due and payable by the Issuer. "**Realisation**" is defined in Condition 18 (*Limited Recourse*).

2. Deferral of interest payments on the Notes

If, on any Payment Date, the Issuer has insufficient funds to make payment in full of all amounts of interest (including any accrued interest thereon) payable in respect of any Class of Notes (other than the Most Senior Class Outstanding) after having paid or provided for items of higher priority in the applicable Priority of Payments then that amount shall not be due and payable and the Issuer will be entitled under Condition 15 (*Subordination by Deferral*) to defer payment of that amount (to the extent of the insufficiency) until the following Payment Date or such earlier date as interest in respect of such Class of Notes becomes immediately due and payable in accordance with the Conditions and it shall not constitute an Issuer Event of Default. To the extent that there are insufficient funds on the following Payment Date or such earlier date as interest in respect of such Class of Notes is scheduled to be paid in accordance with the Conditions, the deferral of interest shall continue until the Final Maturity Date.

3. Absence of a secondary market and market value of the Notes

Although application will be made to Euronext Dublin for the Class A Notes issued during the period of twelve months after the date of this Prospectus to be admitted to the Official List and trading on its regulated market, there is currently no secondary market for the Notes. There can be no assurance that there is an active and liquid secondary market for the Notes, and no assurance is provided that a secondary market for the Notes will develop or, if it does develop, that it will provide Noteholders with liquidity of investment for the life of the Notes. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. Limited liquidity in the secondary market for asset-backed securities has had a severe adverse effect on the market value of asset-backed securities and may continue to have a severe adverse effect on the market value of asset-backed securities, especially those securities that are more sensitive to prepayment, credit or interest rate risk and those securities that have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities.

Any investor in the Notes must be prepared to hold their Notes for an indefinite period of time or until their Final Maturity Date or alternatively such investor may only be able to sell the Notes at a discount to the original purchase price of those Notes. In addition, the market value of the Notes is likely to fluctuate. Any such fluctuation may be significant and could result in significant losses to investors in the Notes. Consequently, any sale of the Notes by the relevant Noteholders in any secondary market transaction may be at a discount to the original purchase price of such Notes. Accordingly, investors should be prepared to remain invested in the Notes until the Final Maturity Date.

4. The Notes may not be a suitable investment for all investors

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should ensure that it:

(a) has:

(i) sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained in this Prospectus;

(ii) access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio; and

(iii) sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;

(b) understands thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and

(c) is able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

5. Interest on the Floating Rate Notes

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

6. Book-entry registration

The Cleared Notes will be represented by Global Notes delivered to a common safekeeper for Clearstream, Luxembourg and Euroclear and will not be held by the beneficial owners or their nominees. The Global Notes will not be registered in the names of the beneficial owners or their nominees. As a result, unless and until Cleared Notes in definitive form are issued, beneficial owners will not be recognised by the Issuer, the Issuer Security Trustee or the Note Trustee as Noteholders, as that term is used in the Trust Deed. Until such time, beneficial owners will only be able to exercise their rights in relation to the Cleared Notes indirectly, through Clearstream, Luxembourg or Euroclear (as the case may be) and their respective participating organisations, and will, subject to Condition 14 (*Notices*), receive notices (which, so long as the Cleared Notes are admitted to trading and listed on the Official List, are always published in accordance with the relevant guidelines of Euronext Dublin by a notification in writing to Euronext Dublin who will in turn release this notice via the Regulatory News Service) and other information provided for under the Conditions only if and to the extent provided by Clearstream, Luxembourg or Euroclear (as the case may be) and their respective participating organisations.

7. The Issuer's reliance on third parties

The Issuer is a party to contracts with a number of other third parties that have agreed to perform certain services in relation to, *inter alia*, the Notes. For example, the Swap Counterparty has agreed to enter into the Swap Agreement, the Corporate Services Provider has agreed to provide corporate services to the Issuer and the Servicer, the Cash Manager, the Account Bank and the Paying Agents have agreed to provide servicing, cash administration, payment, banking, administration, calculation and reporting services in connection with the Notes and the Underlying Agreements. In the event that any relevant third party fails to perform its obligations under the respective agreements to which it is a party, the Noteholders may be adversely affected. No assurances can be given that the Issuer will be able to find any replacement providers on a timely basis or at all. In this regard, see further "*Risk of change of Servicer*" below.

8. Issuer Security

Although the Issuer Security Trustee (appointed under the Issuer Deed of Charge) will hold the benefit of the Issuer Security created under the Issuer Deed of Charge on trust for, *inter alios*, the Noteholders, such Issuer Security will also be held on trust for certain other parties that will rank ahead of the Noteholders (including but not limited to the Note Trustee and the Issuer Security Trustee).

In the event that the Issuer Security is enforced, the proceeds of such enforcement may be insufficient, after payment of all other claims ranking in priority to amounts due under the Notes, to pay in full all amounts of principal and interest (and any other amounts) due in respect of the Notes. Enforcement of the Issuer Security by the Issuer Security Trustee is the only remedy available for the purpose of recovering amounts owed in respect of the Notes.

9. Rights available to Holders of Notes of different classes

In performing its duties as Note Trustee for the Noteholders, the Note Trustee will (except where expressly provided otherwise) have regard to the interests of all Noteholders. Where, however, there is a conflict between the interests of the holders of one Class of Notes and the holders of the other Class of Notes, the Note Trustee will be required to have regard only to the holders of the Most Senior Class Outstanding and will not have regard to any lower ranking Class of Notes nor to the interests of the other Issuer Secured Creditors except to ensure the application of the Issuer's funds in accordance with the relevant Priority of Payments. In the event that the Note Trustee receives conflicting or inconsistent requests from two or more groups of holders of any Class, the Note Trustee shall give priority to the group which holds the greater amount of Notes outstanding of such Class.

10. Ratings of Notes and confirmations of ratings

The ratings assigned to the Class A Notes by the Rating Agencies take into consideration the structural and legal aspects associated with the Notes and the underlying Purchased Receivables, the credit quality of the Portfolio, the extent to which the payments under the Purchased Receivables are sufficient to make the payments required under the Class A Notes as well as other relevant features of the structure, including, *inter alia*, the credit quality of the Account Bank, the Swap Counterparty, the Back-Up Swap Counterparty, the Seller and the Servicer (if different). Each Rating Agency's rating reflects only the view of that Rating Agency.

A rating is not a recommendation to buy, sell or hold securities and there is no assurance that any ratings will continue for any period of time or that they will not be reviewed, revised, suspended or withdrawn entirely by any one or more of the Rating Agencies as a result of changes in or unavailability of information or if, in the judgement of the Rating Agencies, circumstances so warrant. At any time, a Rating Agency may revise its relevant rating methodology, with the result that any rating assigned to the Notes may be lowered or withdrawn. A qualification, downgrade or withdrawal of any of the ratings mentioned above may adversely impact the market value of the Notes. In the event that the ratings initially assigned to the Class A Notes by the Rating Agencies are subsequently withdrawn or lowered for any reason, no person or entity is obliged to provide any additional support or credit enhancement to the Class A Notes.

The ratings assigned to the Class A Notes by S&P Global and Fitch address, among other matters, the likelihood of: (a) timely payment of interest due to the Noteholders on each Payment Date; and (b) full payment of principal by a date that is not later than the Final Maturity Date.

Rating organisations other than the Rating Agencies may seek to rate the Notes and, if such "shadow ratings" or "unsolicited ratings" are lower than the comparable ratings assigned to the Notes by the Rating Agencies, such shadow or unsolicited ratings could have an adverse effect

on the value of the Notes. Future events, including events affecting the Account Bank, the Seller and the Servicer (if different), could also have an adverse effect on the rating of the Notes.

The terms of certain Transaction Documents require the Rating Agencies to be notified in relation to certain actions proposed to be taken by the Issuer and the Note Trustee and such actions will only be effective to the extent there has been no reduction, qualification or withdrawal by the Rating Agencies of the then current rating of the Class A Notes (a "**Ratings Confirmation**").

A Ratings Confirmation that any action proposed to be taken by the Issuer or the Note Trustee will not have an adverse effect on the then current rating of the Notes does not, for example, confirm that such action: (i) is permitted by the terms of the Transaction Documents; or (ii) is in the best interests of, or prejudicial to, Noteholders. While entitled to have regard to the fact that the Rating Agencies have confirmed that the then current rating of the relevant Class of Notes would not be adversely affected, the above does not impose or extend any actual or contingent liability on the Rating Agencies to the Issuer Secured Creditors (including the Noteholders), the Issuer, the Joint Arrangers, the Joint Lead Managers, the Note Trustee, the Issuer Security Trustee or any other person or create any legal relationship between the Rating Agencies and the Issuer Secured Creditors (including the Noteholders), the Issuer, the Joint Arrangers, the Joint Lead Managers, the Note Trustee, the Issuer Security Trustee or any other person whether by way of contract or otherwise.

Any such Ratings Confirmation may or may not be given at the sole discretion of each Rating Agency. It should be noted that, depending on the timing of delivery of the request and any information needed to be provided as part of any such request, it may be the case that a Rating Agency cannot provide a Ratings Confirmation in the time available or at all and the Rating Agency is likely to state that it is not responsible for the consequences thereof. A Ratings Confirmation, if given, will be given on the basis of the facts and circumstances prevailing at the relevant time and in the context of cumulative changes to the transaction of which the securities form part since the Closing Date. A Ratings Confirmation represents only a restatement of the opinions given as at the Closing Date and cannot be construed as advice for the benefit of any parties to the transaction.

Certain Rating Agencies have indicated that they will no longer provide Ratings Confirmations as a matter of policy. To the extent that a Ratings Confirmation cannot be obtained, whether or not a proposed action will ultimately take place will be determined in accordance with the provisions of the relevant Transaction Documents and specifically the relevant modification and waiver provisions.

In respect of each Rating Agency, if a Ratings Confirmation is a condition to any action, step or matter under any Transaction Document and a written request for such Ratings Confirmation is delivered to that Rating Agency by or on behalf of the Issuer (copied to the Note Trustee) and:

(a) (i) that Rating Agency indicates that it does not consider a Ratings Confirmation necessary in the circumstances or otherwise declines to review the matter for which the Ratings Confirmation is sought (including as a result of the policy or practice of that Rating Agency) or (ii) within 30 calendar days of delivery of such request, that Rating Agency has not responded to the request for the Ratings Confirmation; and

(b) the Issuer has otherwise received no indication from that Rating Agency that its then current ratings of the Rated Notes would be reduced, qualified, withdrawn or put on negative watch as a result of such action, step or matter,

then (A) there shall be no requirement for the Ratings Confirmation from the Rating Agency if the Issuer certifies to the Note Trustee that one of the events in paragraph (a) has occurred and

the condition in paragraph (b) is fulfilled; and (B) neither the Issuer nor the Note Trustee shall be liable for any loss that Noteholders may suffer as a result.

In addition, the terms of the Trust Deed provide that, in determining whether or not to exercise or perform any right, power, trust, authority, duty or discretion under or in relation to the Trust Deed or any other Transaction Document, the Note Trustee shall be entitled to take into account to the extent that it considers, in its sole and absolute discretion, it is necessary and/or appropriate and/or relevant, any Ratings Confirmation.

11. Eurosystem eligibility

The Class A Notes are intended to be held in a manner which would allow Eurosystem eligibility. This means that the Class A Notes are intended upon issue to be deposited with one of Euroclear or Clearstream, Luxembourg as Common Safekeeper, but does not necessarily mean that the Class A Notes in the future will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem ("**Eurosystem eligible collateral**") at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria set out in the Guideline (EU) 2015/510 of the European Central Bank (the "**ECB**") of 19 December 2014 on the implementation of the Eurosystem monetary policy framework (ECB/2014/60) (recast) as amended from time to time (the "**ECB Guideline**"), which was published in the Official Journal of the European Union on 2 April 2015 and applied from 1 May 2015 It is expected that the Class B Note will not satisfy the Eurosystem eligibility criteria. The Issuer gives no representation, warranty, confirmation or guarantee to any investor in the Class A Notes that the Class A Notes will at any time in the future satisfy all or any of the requirements for Eurosystem eligibility and be recognised as Eurosystem eligible collateral. Any potential investor in the Class A Notes should make their own conclusions and seek their own advice with respect to whether or not the Class A Notes constitute Eurosystem eligible collateral.

The Class B Note is not intended to be Eurosystem eligible and, at the date of this Prospectus, is not Eurosystem eligible. This means that the Class B Note is not expected to be recognised as eligible collateral for Eurosystem eligible collateral at any or all times during its life.

As at the date of this Prospectus, there can be no assurance as to the consequences for Eurosystem eligibility of the UK leaving the European Union as a result of the UK Referendum. See "*Risk Factors –Political Uncertainty*" below.

12. Bank of England Eligibility

Certain investors in the Class A Notes may wish to consider the use of the Class A Notes as eligible securities for the purposes of the Bank of England's and HM Treasury's Funding for Lending Scheme, Discount Window Facility or Indexed Long-Term Repo schemes. Recognition of the Class A Notes as eligible securities for the purposes of such schemes will depend upon satisfaction of the eligibility criteria as specified by the Bank of England. If the Class A Notes do not satisfy the criteria specified by the Bank of England, there is a risk that the Class A Notes will not be eligible collateral for such schemes. None of the Issuer, the Joint Arrangers nor the Joint Lead Managers gives any representation, warranty, confirmation or guarantee to any investor in the Notes that the Notes will, either upon issue, or at any or all times during their life, satisfy all or any requirements of such schemes and be recognised as eligible collateral for such schemes. Any potential investor in the Notes should make its own determinations and seek its own advice with respect to whether or not the Notes constitute eligible collateral for such schemes.

13. Interest rate risk on the Class A Notes/Risk of Swap Counterparty insolvency

Payments in respect of the Purchased Receivables made to the Seller by an Obligor comprise monthly, quarterly and in the case of Seasonal Receivables, seasonal periodic payment amounts calculated with respect to a fixed interest rate which may be different to LIBOR, which is the rate of interest (plus a margin) payable on the Floating Rate Notes.

On or about the Closing Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty. The Swap Agreement consists of a 2002 ISDA Master Agreement, the associated schedule, a swap confirmation and a credit support annex thereunder.

The Swap Agreement will hedge certain risks of a mismatch between the floating rate of interest payable by the Issuer on the Class A Notes and income to be received by the Issuer in respect of the Purchased Receivables.

During those periods in which the floating rates payable by the Swap Counterparty under the Swap Agreement are substantially greater than the fixed rates payable by the Issuer under such Swap Agreement, the Issuer will be more dependent on receiving payments from such Swap Counterparty in order to make interest payments on the Class A Notes. If the Swap Counterparty fails to pay any amounts when due under the Swap Agreement, the Collections from the Portfolio and, if applicable, any Swap Collateral may be insufficient to make the required payments on the Notes and the Noteholders may experience delays and/or reductions in the interest and principal payments on the Class A Notes.

There can be no assurance that the Swap Agreement will adequately address all hedging risks.

During those periods in which the floating rates payable by the Swap Counterparty under the Swap Agreement are less than the fixed rates payable by the Issuer under the Swap Agreement, the Issuer will be obliged under the Swap Agreement to make a payment to the Swap Counterparty. Such amounts (other than Swap Subordinated Termination Payments) will rank higher in priority than payments on the Notes or Subordinated Loan. If a payment under the Swap Agreement is due to the Swap Counterparty on any Payment Date, the Portfolio may be insufficient to make the required payments on the Notes and the Noteholders may experience delays and/or reductions in the interest and principal payments under the Notes.

The Swap Counterparty may terminate a transaction under the Swap Agreement if, amongst other things, certain insolvency events occur in respect of the Issuer, if the Issuer fails to make a payment under the Swap Agreement when due (after taking into account any grace periods) or if a change of law results in the obligations of one of the parties becoming illegal. The Issuer may terminate a transaction under the Swap Agreement if, amongst other things, certain insolvency events occur in respect of the Swap Counterparty, the Swap Counterparty fails to make a payment under the Swap Agreement (after taking into account any grace periods) or a change of law results in the obligations of one of the parties becoming illegal.

In the event that the Back-Up Swap Counterparty falls below the Minimum Required Rating at any time, the Swap Counterparty shall be required to take certain remedial actions, within the time frame stipulated in the Swap Agreement, intended to mitigate the effects of such downgrade below the Minimum Required Rating. Such actions could include the Swap Counterparty posting collateral in accordance with the Swap Agreement, transferring its obligations to a replacement Swap Counterparty or procuring a guarantee or a co-obligor, or taking any other action as agreed with the relevant Rating Agency. However, no assurance can be given that, at the time that such actions are required, sufficient collateral will be available to the Swap Counterparty for posting or that another entity which has the Minimum Required Rating will be available to become a replacement swap counterparty, co-obligor or guarantor or that the Swap Counterparty will be able to take the requisite other action. If the remedial measures following a downgrade of the Back-Up Swap Counterparty below the Minimum Required Rating are not

taken within the applicable time frames, this will permit the Issuer to terminate the Swap Agreement early and the Issuer may then be entitled to receive (or be required to pay) a swap termination payment from or to the Swap Counterparty.

In the event that a transaction under the Swap Agreement is terminated or closed-out by either party, then a termination payment may be due to the Issuer or to the Swap Counterparty in accordance with the relevant Priority of Payments. Any such termination payment could, if market interest rates and other conditions have changed materially, be substantial. In certain circumstances, termination payments required to be made by the Issuer to the Swap Counterparty will rank higher in priority than all payments on the Notes (but only if the Swap Counterparty is not a defaulting party). In such event, the Portfolio may be insufficient to fund the required payments on the Notes and the Noteholders may experience delays and/or reductions in the interest and principal payments on the Notes.

In the event that a transaction under the Swap Agreement is terminated or closed-out by either party, the Issuer may not be able to enter into a replacement Swap Agreement immediately or at all. To the extent a replacement Swap Agreement is not in place, the amount available to pay principal and interest under the Notes will be reduced if the interest rates under the Notes exceed the fixed rate the Issuer would have been required to pay the Swap Counterparty under the terminated transaction. In these circumstances, the Portfolio may be insufficient to make the required payments under the Notes and the Noteholders may experience delays and/or reductions in the interest and principal payments on the Notes.

The Swap Counterparty may, subject to certain limited conditions, transfer its obligations under the Swap Agreement to a third party with the Minimum Required Rating if it meets certain conditions. There can be no assurance that the credit quality of the replacement Swap Counterparty will ultimately prove as strong as that of the original Swap Counterparty.

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

The Supreme Court of the United Kingdom in Belmont Park Investments PTY Limited (Respondent) v BNY Corporate Trustee Services Limited and Lehman Brothers Special Financing Inc [2011] UKSC 38 unanimously upheld the decision of the Court of Appeal in upholding the validity of similar post-enforcement "flip" priorities of payment (a so-called "flip clause"), stating that, provided that such provisions formed part of a commercial transaction entered into in good faith which did not have, as its predominant purpose or one of its main purposes, the deprivation of the property of one of the parties on bankruptcy, the anti-deprivation principle was not breached by such provisions. On that basis, such provisions would be enforceable as a matter of English law.

In parallel proceedings in New York, Judge Peck of the U.S. Bankruptcy Court for the Southern District of New York granted Lehman Brothers Special Finance Inc.'s motion for summary judgment on the basis that the effect was that the provisions do infringe the anti-deprivation principle in a U.S. insolvency. Judge Peck acknowledged that this resulted in the U.S. courts coming to a decision "directly at odds with the judgment of the English Courts". Subsequently, that same court distinguished its prior decisions in a June 2016 opinion, Lehman Brothers Special Financing Inc. v Bank of America National Association, et al. (No. 10-03547 (SCC)) (In re Lehman Bros. Holdings, Inc.). In that case, the court found, among other things, that

provisions in a swap agreement that established the priority of distributions to a swap participant at the time an early termination occurred resulting from the filing of a bankruptcy case, were not prohibited ipso facto clauses under the U.S. Bankruptcy Code and were enforceable against the debtor. In contrast, in the court's prior decisions, the priorities at issue there were established at the time the swaps were entered into and then later reversed as a result of an early termination caused by the filing of a bankruptcy case.

Therefore, the court held in those cases that such provisions were prohibited ipso facto clauses. Consistent with its prior rulings, the court also ruled in its June 2016 decision that certain other transactions at issue in that case involving the reversing of pre-determined priorities resulting from the filing of a bankruptcy case also violated the ipso facto prohibitions under the U.S. Bankruptcy Code

However, this is an aspect of cross border insolvency law which remains untested. So whilst the priority issue is considered largely resolved in England and Wales, concerns still remain that the English and U.S. courts will diverge in their approach which, in the case of an unfavourable decision in the U.S., may adversely affect the Issuer's ability to make payments on the Notes. In contrast, a U.S. Bankruptcy Court has held in two separate cases that such a subordination provision is unenforceable under U.S. bankruptcy law and that any action to enforce such provision may violate the automatic stay which applies under such law in the case of a U.S. bankruptcy of the counterparty.

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

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

Upon the termination of the Swap Agreement prior to the repayment of the Notes, the Issuer will use its reasonable efforts to find a replacement which has the Minimum Required Rating.

14. The Note Trustee is not obliged to act in certain circumstances

The Note Trustee may, at any time, at its sole discretion and without notice, take such proceedings, actions or steps against the Issuer or any other party to any of the Transaction

Documents as it may think fit to enforce the provisions of the Notes or the Trust Deed (including the Conditions) or of the other Transaction Documents to which it is a party and at any time after the service of a Note Acceleration Notice, the Note Trustee may, at its discretion and without notice, take such proceedings, actions or steps as it may think fit to enforce the Issuer Security (including, but not limited to, the giving of a direction to the Issuer Security Trustee to enforce or realise the Issuer Security). However, the Note Trustee shall not be bound to take any such proceedings, actions or steps (including, but not limited to, the giving of a Note Acceleration Notice in accordance with Condition 9 (*Issuer Events of Default*)), unless it shall have been directed to do so by an Extraordinary Resolution of the Most Senior Class Outstanding or in writing by the holders of not less than 25% of the Aggregate Principal Amount Outstanding of the Most Senior Class Outstanding and it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

15. Meetings of Noteholders, Modification and Waiver

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

The Conditions also provide that the Note Trustee may agree, or may direct the Issuer Security Trustee to agree without the consent of the Noteholders or any other Issuer Secured Creditors, to (a) any modification (except in respect of a Basic Terms Modification), waiver or authorisation of, any breach or proposed breach of, the Conditions of the Notes or any of the Transaction Documents which is, in the opinion of the Note Trustee not materially prejudicial to the interests of the Most Senior Class Outstanding; or (b) any modification which, in the Note Trustee's opinion, is of a formal, minor or technical nature or to correct a manifest error. The Note Trustee may also, without the consent of the Noteholders, determine that an Issuer Event of Default or an Issuer Potential Event of Default shall not, or shall not subject to specified conditions, be treated as such provided that the Note Trustee is satisfied that interests of the Most Senior Class Outstanding would not be materially prejudiced thereby. See "*Terms and Conditions of the Notes – Condition 11*" (*Meetings of Noteholders, Modification and Waiver*).

Without limitation to the paragraph above, and subject to the detailed provisions of Condition 11 (*Meetings of Noteholders, Modification and Waiver*), the Note Trustee shall consent and/or shall direct the Issuer Security Trustee, without the consent of Noteholders or the other Issuer Secured Creditors (but subject to the receipt of written consent from each of the Issuer Secured Creditors party to the Transaction Document being modified), to concur with the Issuer in making any modification (other than in respect of a Basic Terms Modification) to the Conditions and/or any Transaction Document that the Issuer considers necessary or advisable (or, in the case of paragraph (b) below and any modification to allow the Swap Counterparty or the Account Bank to remain eligible to perform its role, as may be proposed by the Swap Counterparty or the Account Bank) for the purpose of:

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

(b) enabling the Issuer and/or the Swap Counterparty to comply with any obligation which applies to it under EMIR;

(c) complying with any changes in the Securitisation Regulation after the Closing Date, including as a result of the adoption of regulatory technical standards in relation to (i) the Securitisation Regulation, (ii) the CRR Amendment Regulation or (iii) any other legislation or regulations or official guidance relating to securitisation transactions;

(d) complying with mandatory provisions of any other applicable law or regulation;

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

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

(g) for so long as the Class A Notes are intended to be held in a manner which will allow for Eurosystem eligibility and/or Bank of England eligibility, maintaining such eligibility;

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

(i) complying with any changes in the requirements of the CRA Regulation (if and to the extent applicable) after the Closing Date; or

(j) for changing the benchmark rate in respect of the Class A Notes from LIBOR to an Alternative Benchmark Rate (and such other amendments as are necessary or advisable in the reasonable judgement of the Issuer (or the Servicer on its behalf) to facilitate such changes) to the extent there has been or there is reasonably expected to be a material disruption or cessation to LIBOR.

16. UK Banking Act 2009 and Bank Recovery and Resolution Directive (BRRD)

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

The tools available under the Banking Act include share and property transfer powers (including powers for partial property transfers), bail-in powers, certain ancillary powers (including powers to modify contractual arrangements in certain circumstances) and special insolvency procedures which may be commenced by the UK authorities. It is possible that the extended tools described above could be used prior to the point at which an application for insolvency proceedings with respect to a relevant entity could be made and, in certain circumstances, the UK authorities may exercise broad pre-resolution powers in respect of relevant entities with a view to removing impediments to the exercise of the stabilisation tools.

In general, the Banking Act requires the UK authorities to have regard to specified objectives in exercising the powers provided for by the Act. One of the objectives (which is required to be balanced as appropriate with the other specified objectives) refers to the protection and enhancement of the stability of the financial system of the United Kingdom. The Banking Act includes provisions related to compensation in respect of instruments and orders made under it. In general, there is considerable uncertainty about the scope of the powers afforded to UK authorities under the Banking Act and how the authorities may choose to exercise them.

If an instrument or order were to be made under the provisions of the Banking Act currently in force in respect of a relevant entity as described above, such action may (amongst other things) affect the ability of such entities to satisfy their obligations under the Transaction Documents and/or result in modifications to such documents. In particular, modifications may be made pursuant to powers permitting (i) certain trust arrangements to be removed or modified, (ii)

contractual arrangements between relevant entities and other parties to be removed, modified or created where considered necessary to enable a transferee in the context of a property or share transfer to operate the transferred business effectively; and (iii) in connection with the modification of an unsecured liability through use of the bail-in tool, the discharge of a relevant entity from further performance of its obligations under a contract. In addition, powers may apply to require a relevant instrument or order (and related events) to be disregarded in determining whether certain widely defined "default events" have occurred (which events may include trigger events included in the Transaction Documents in respect of the relevant entity including termination events and (in the case of the Seller in respect of perfection of legal title to the Purchased Receivables). As a result, the making of an instrument or order in respect of a relevant entity described above may affect the ability of the Issuer to meet its obligations in respect of the Notes. While there is provision for compensation in certain circumstances under the Banking Act, there can be no assurance that Noteholders would recover compensation promptly and equal to any loss actually incurred.

As noted above, the stabilisation tools may be used in respect of certain banking group companies provided certain conditions are met. If the Issuer was regarded to be a banking group company and no exclusion applied, then it would be possible in certain scenarios for the relevant authority to exercise one or more relevant stabilisation tools (including the property transfer powers and/or the bail-in powers) in respect of it, which could result in reduced amounts being available to make payments in respect of the Notes and/or in the modification, cancellation or conversion of any unsecured portion of the liability of the Issuer under the Notes at the relevant time. In this regard, it should be noted that the UK authorities have provided an exclusion for certain securitisation companies, which exclusion is expected to extend to the Issuer, although aspects of the relevant provisions are not entirely clear.

At present, the UK authorities have not made an instrument or order under the Banking Act in respect of the entities referred to above and there has been no indication that any such instrument or order will be made, but there can be no assurance that this will not change and/or that Noteholders will not be adversely affected by any such instrument or order if made. While there is provision for compensation in certain circumstances under the Act, there can be no assurance that Noteholders would recover compensation promptly and equal to any loss actually incurred.

Lastly, as a result of Directive 2014/59/EU providing for the establishment of an EEA-wide framework for the recovery and resolution of credit institutions and investment firms and any relevant national implementing measures, it is possible that an institution with its head office in an EEA state other than the UK and/or certain group companies (such as the Account Bank, the Back-Up Swap Counterparty, the Principal Paying Agent or the Registrar) could be subject to certain resolution actions in that other state. Once again, any such action may affect the ability of any relevant entity to satisfy its obligations under the Transaction Documents and there can be no assurance that Noteholders will not be adversely affected as a result.

On 23 November 2016, the European Commission presented a comprehensive package of reforms in order to further strengthen the resilience of banks resident in the European Union, to improve banks' lending capacity and to improve liquidity of the markets, including a proposal to amend the BRRD ("**BRRD II**"). To fast-track selected parts of the proposal, Directive (EU) 2017/2399 amending the BRRD (the "**BRRD Amending Directive**") as regards the ranking of unsecured debt instruments entered into force on 28 December 2017. In May 2018, the European Council published its recommended amendments to the Commission's November 2016 BRRD II proposal and the Committee on Economic and Monetary Affairs ("**ECON**") followed in July 2018. On 5 December 2018, the European Parliament announced that it had reached agreement with the European Council of the EU on the BRRD II. The Plenary will have to officially adopt the agreement and the vote is expected to take place in early 2019. At this stage it cannot be predicted when and in which form the remaining parts of the proposal may be implemented, nor the impact of the BRRD Amending Directive and future amendments on the Noteholders.

Furthermore, as at the date of this Prospectus, there can be no assurance as to the regulatory consequences (including BRRD and related initiatives) of the UK leaving the European Union as a result of the UK Referendum. See "*Risk Factors –Political Uncertainty*" below.

17. Exercise of rights by minority Noteholders

An Extraordinary Resolution passed by the Class A Noteholders may bind the Class B Noteholder in certain circumstances – see Condition 11.

The Class B Noteholder whilst the Class A Notes are outstanding should be aware that, other than in respect of a Basic Terms Modification, any amendments or modifications to the Transaction Documents or any waiver that may require the consent of the Noteholders can be made without their consent, irrespective of the effect upon them.

An Extraordinary Resolution of a Class or Classes of Noteholders may be passed by a majority consisting of 75% of the Noteholders eligible to vote or (in the case of a written resolution) by Noteholders holding not less than 75% in Aggregate Principal Amount Outstanding of the relevant Class or Classes of Notes.

The quorum for a meeting of Noteholders is: (a) (i) not less than 10% of the Aggregate Principal Amount Outstanding of the relevant Class or Classes (if such meeting relates to more than one Class of Notes) of Notes; (ii) in the case of a meeting to pass an Extraordinary Resolution, eligible Noteholders holding in aggregate not less than a majority of the Aggregate Principal Amount Outstanding of such Class or Classes (if such meeting relates to more than one Class of Notes) of Notes; (iii) in the case of a resolution to pass a Basic Terms Modification, eligible Noteholders holding not less than in aggregate 75% of the Aggregate Principal Amount Outstanding of the relevant Class or Classes (if such meeting relates to more than one Class of Notes) of Notes; or (b) (i) upon adjournment of a meeting other than to pass a resolution which constitutes a Basic Terms Modification, one or more eligible Noteholders shall form a quorum (whatever the Principal Amount Outstanding of the Notes so held by them); or (ii) upon adjournment of a meeting to pass a Basic Terms Modification, one or more eligible Noteholders holding or representing in aggregate not less than 25% of the Aggregate Principal Amount Outstanding of the Notes of the relevant Class or Classes (if such meeting relates to more than one Class of Notes).

If the Seller (or any holding company of the Seller or any other subsidiary of such holding company) is the beneficial owner of the Notes, it will not be entitled to vote in respect of them, unless the Seller (or any holding company of the Seller or any other subsidiary of such holding company) hold all the Notes of a Class (and no other Classes exist that rank junior or pari passu to such Class, in respect of which persons other than the Sellers or any holding company of the Sellers or any other subsidiary of such holding company are Noteholders), in which case they will be entitled to vote in respect of the Notes in such Class. The calculation of the Principal Amount Outstanding of the relevant Class of Notes for these purposes will be adjusted accordingly.

18. PCS Label

The Issuer has made an application to Prime Collateralised Securities (PCS) UK Limited for the Class A Notes to receive the Prime Collateralised Securities label (the "**PCS Label**"). There can be no assurance that the Class A Notes will in fact be granted the PCS Label (either prior to the issuance of the Class A Notes or at any time thereafter) and, should the Class A Notes be granted the PCS Label, there can be no assurance that the PCS Label will not be withdrawn at a later date.

The PCS Label is awarded to the most senior tranche of asset backed transactions that fully meet the criteria that are set down by PCS. The relevant criteria seek to capture some of the aspects of

securities that are indicative of simplicity, asset quality and transparency and reflect some of the best practices available in Europe.

The PCS Label is not a recommendation to buy, sell or hold securities. It is not investment advice whether generally or as defined under the Markets in Financial Instruments Directive (2004/39/EC) and it is not a credit rating, neither generally nor as defined under the CRA Regulation or Section 3(a) of the United States Securities Exchange Act of 1934 (as amended by the Credit Agency Reform Act of 2006). Prime Collateralised Securities (PCS) UK Limited is not an "expert" as defined in the Securities Act.

By awarding the PCS Label to certain securities, no views are expressed about the creditworthiness of these securities or their suitability for any existing or potential investor or as to whether there will be a ready, liquid market for these securities. Investors should conduct their own research regarding the nature of the PCS Label and must read the information set out in http://pcsmarket.org.

19. Definitive Notes and denominations in integral multiples

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

If definitive Notes are issued, Noteholders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum authorised denomination may be illiquid and difficult to trade.

20. Reform of LIBOR Determinations

Financial market reference rates and their calculation and determination procedures have come under close public scrutiny in recent years. Starting in 2009, authorities in jurisdictions such as the European Union, the United States, Japan and others have investigated cases of alleged misconduct around the rate-setting of LIBOR and other reference rates. A number of initiatives to reform reference rate-setting have been launched as a consequence by the regulatory and supervisory communities as well as the financial markets.

At a European Union institutional level, Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds has been published in the Official Journal of the European Union (the "**Benchmark Regulation**"). The Benchmark Regulation entered into force on 30 June 2016 and applies from January 2018.

At a United Kingdom level, certain reforms have already been adopted, including the replacement of the British Bankers' Association with ICE Benchmark Administration Limited ("**IBA**") as the new administrator of LIBOR.

In a speech on 27 July 2017, Andrew Bailey, the Chief Executive of the FCA, announced the FCA's intention to cease sustaining LIBOR from the end of 2021.

The FCA has statutory powers to compel panel banks to contribute to LIBOR where necessary. The FCA has decided not to ask, or to require, that panel banks continue to submit contributions to LIBOR beyond the end of 2021. The FCA has indicated that the current panel banks will

voluntarily sustain LIBOR until the end of 2021. The FCA's intention is that after 2021, it will no longer be necessary for the FCA to persuade, or to compel, banks to submit to LIBOR. The FCA does not intend to sustain LIBOR through using its influence or legal powers beyond that date.

It is possible that the LIBOR administrator, IBA, and the panel banks could continue to produce LIBOR on the current basis after 2021, if they are willing and able to do so. However, the survival of LIBOR in its current form, or at all, is not guaranteed after 2021.

It is not possible to ascertain as at the date of this Prospectus: (i) what the impact of these initiatives and the reforms will be on the determination of LIBOR in the future, which could adversely affect the value of the Notes; (ii) how such changes may impact the determination of LIBOR for the purposes of the Floating Rate Notes and the Swap Agreement, (iii) whether any changes will result in a sudden or prolonged increase or decrease in LIBOR rates; or (iv) whether such changes will have an adverse impact on the liquidity or the market value of the Notes and the payment of interest thereunder.

Investors should note that:

(a) any of these reforms or pressures or any other changes to a relevant interest rate benchmark (including LIBOR) could affect the level of the published rate, including to cause it to be lower and/or more volatile than it would otherwise be;

(b) if LIBOR is discontinued and an amendment as described in paragraph (c) below has not been made, then the rate of interest on the Floating Rate Notes will be determined for each applicable interest period by the fall-back provisions provided for under Condition 4.4 (*Determination of Rate of Interest and Interest Amounts*), although such provisions, being dependent in part upon the provision by Reference Banks of offered quotations for the LIBOR rate, may not operate as intended (depending on market circumstances and the availability of rates information at the relevant time) and may result in the effective application of a fixed rate based on the rate which applied in the previous period when LIBOR was available;

(c) while an amendment may be made under Condition 11 (*Meetings of Noteholders, Modification and Waiver*) to change the LIBOR rate on the Floating Rate Notes to an alternative benchmark rate under certain circumstances broadly related to LIBOR disruption or discontinuation and subject to certain conditions, there can be no assurance that any such amendment will be made or, if made, that it will: (i) fully or effectively mitigate interest rate risks or result in an equivalent methodology for determining the interest rates on the Floating Rate Notes; or (ii) be made prior to any date on which any of the risks described in this risk factor may become relevant; and

(d) if LIBOR is discontinued, and whether or not an amendment is made under Condition 11 (*Meetings of Noteholders, Modification and Waiver*) to change the LIBOR rate on the Floating Rate Notes as described in paragraph (c) above, there can be no assurance that the applicable fall-back provisions under the Swap Agreement would operate so as to ensure that the base floating interest rate used to determine any payments made by the Swap Counterparty under the Swap Agreement is the same as that used to determine interest payments under the Floating Rate Notes, or that the Swap Counterparty would consent to any change to the benchmark rate under the Swap Agreement in accordance with Condition 11 (*Meetings of Noteholders, Modification and Waiver*) or that any such change would allow the transactions under the Swap Agreement to effectively mitigate interest rate risk on the Floating Rate Notes.

Investors should note the various circumstances under which a change to the benchmark rate may be made, which are specified in paragraphs (aa) to (hh) of Condition 11.9(10)(A). As noted

above these events broadly relate to LIBOR's disruption or discontinuation, but also include, *inter alia*, any public statements by the LIBOR administrator or its supervisor to that effect, and a Benchmark Rate Modification may also be made if the Issuer (or the Servicer on its behalf) reasonably expects certain of these events to occur within six months of the proposed effective date of such Benchmark Rate Modification. Investors should also note the various options permitted as an Alternative Benchmark Rate as set out in paragraphs (aa) to (cc) of Condition 11.9(10)(C), which include such benchmark rate as the Issuer (or the Servicer on its behalf) reasonably determines. Investors should also note the negative consent requirements in relation to a Benchmark Rate Modification.

When implementing any Benchmark Rate Modification, the Note Trustee shall not consider the interests of the Noteholders, any other Issuer Secured Creditors or any other person and shall act and rely solely and without further investigation on any certificate (including but not limited to a Benchmark Rate Modification Certificate) or other evidence (including, but not limited to a Ratings Confirmation) provided to them by the Issuer or Servicer, as the case may be, pursuant to Condition 11 (*Meetings of Noteholders, Modification and Waiver*) and shall not be liable to the Noteholders, any other Issuer Secured Creditors or any other person for so acting or relying, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person.

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

The Issuer has the option to redeem all (but not some only) of the Notes of each Class at their Principal Amount Outstanding, together with accrued but unpaid interest up to but excluding the date of redemption, on any Payment Date on or after the Payment Date falling in December 2021 if the administrator of LIBOR announces that it will cease to publish LIBOR permanently or indefinitely after 31 December 2021 (in circumstances where no successor administrator has been appointed that will continue publication of LIBOR after 31 December 2021) (a "**LIBOR Trigger Event**"). However, there can be no assurance that the Issuer will exercise such option or that it will have the funds necessary for it to do so.

RISK FACTORS RELATING TO THE PORTFOLIO

21. Portfolio information

The historical, financial and other information set out in this Prospectus (including in the tables set out in "*Pool Size and Characteristics of the Portfolio as at the Cut-Off Date*") is based on the procedures of DLL. None of the Issuer, the Swap Counterparty, the Joint Arrangers, the Joint Lead Managers, the Issuer Security Trustee, the Note Trustee, the Account Bank, the Cash Manager, the Paying Agents or the Corporate Services Provider has undertaken or will undertake any investigation or review of, or search to verify, the information. There can be no assurances as to the future performance of the Portfolio. Any failure in the performance of the Portfolio would have an adverse effect on the Issuer's ability to make payments in respect of the Notes.

22. Risk of late payment of instalments

Whilst each Underlying Agreement has due dates for scheduled payments thereunder, there is no assurance that the Obligor under those Underlying Agreements will pay in time, or at all. Any such failure by the Obligors to make payments under the Underlying Agreements would have an adverse effect on the Issuer's ability to make payments under the Notes. The risk of late payment by Obligors is in part mitigated by the Reserve Fund. Whilst the Issuer may draw on amounts standing to the credit of the Reserve Fund Ledger to make payments in respect of the Notes, no assurance can be given that the Issuer will have sufficient funds to make payments in full in respect of the Notes. In addition, DLL is not obliged to repurchase any Purchased Receivables if the relevant Receivable is a Defaulted Receivable.

23. Risk of early repayment

Under the terms of certain of the Underlying Agreements, the Obligors are entitled to terminate the Underlying Agreements early, subject, where applicable, to payments of an early repayment fee or charge. The early repayment fee or charge may not be enforceable in circumstances where such fee or charge is construed as a penalty under English law. In the event that the Underlying Agreements underlying the Portfolio are prematurely terminated or otherwise settled early, the principal repayment of the Notes may be earlier than expected and, therefore, the yield on the Notes may be adversely affected by a higher or lower than anticipated rate of prepayment of the Purchased Receivables. The rate of prepayment of the Purchased Receivables cannot be predicted and is influenced by a wide variety of economic factors, including prevailing interest rates, the buoyancy of the equipment finance market, the availability of alternative financing, local and regional economic conditions and other factors such as, in the case of agricultural equipment, weather conditions, harvest yields and trade policies. Therefore, no assurance can be given as to the level of prepayment that the Purchased Receivables will experience. See the section entitled "*Weighted Average Life of the Notes*".

24. Value of Equipment

Some of the Equipment related to the Portfolio (particularly those manufactured for certain industrial roles or processes) may have a high individual value. If the Equipment suffered damage or was otherwise impaired, in circumstances where an Obligor defaulted or the Underlying Agreement otherwise terminated early, any losses could impact on the Equipment's value and the associated Underlying Agreement Equipment Realisation Proceeds. It may also be difficult to find a purchaser for certain types of Equipment where they are specialist or industry-specific assets. Any impact on the ability of the Issuer to realise such value could have an adverse effect on the Issuer's ability to make payments in respect of the Notes.

The value of the Equipment may also be adversely affected by faulty design, manufacture or maintenance thereof and similar issues may arise in respect of multiple assets or an entire class of Equipment. It is uncertain whether such circumstances will affect the values of the relevant Equipment and a negative impact cannot be ruled out if payment of any Purchased Receivables becomes dependent on Underlying Agreement Equipment Realisation Proceeds (if any) if the Equipment is repossessed by the Seller following a default by an Obligor or due to an early termination of an Underlying Agreement.

25. Geographical and industry concentration of Obligors

Although the Obligors under the Underlying Agreements are located throughout England and Wales, Scotland or Northern Ireland, these Obligors may be concentrated in certain locations, such as densely populated or industrial areas. Any deterioration in the economic condition of the areas in which the Obligors are located, or any deterioration in the economic conditions of other areas, may have an adverse effect on the ability of the Obligors to make payments under the Underlying Agreements, which could in turn increase the risk of losses on the Underlying

Agreements. A concentration of Obligors in such areas may therefore result in a greater risk that the Noteholders will ultimately not receive the full principal amount of the Notes and interest thereon as a result of such uncovered losses incurred in respect of the Underlying Agreements than if such concentration had not been present.

Further, although the Obligors are involved in a range of different industry sectors and the Equipment derives from several or a cross-section of industries, there may be a higher concentration of Equipment in one particular industry sector that generate the Purchased Receivables comprising the Portfolio. Deterioration in the economic conditions in such industry sector may adversely affect the ability of the Obligors to make payments under the Underlying Agreements and, therefore, could increase the risk of losses on the Underlying Agreements. Any such deterioration may reduce the market for certain Equipment especially where such Equipment is a specialist or industry-specific Equipment. A greater concentration of Obligors in particular industry sectors may, therefore, result in a greater risk that the Noteholders will ultimately not receive the full principal amount of the Notes and interest thereon as a result of such uncovered losses incurred in respect of the Underlying Agreements than if such concentration had not been present.

26. Rights in relation to the Portfolio

Pursuant to the Issuer Deed of Charge, the Issuer will grant security over its rights in and to the Purchased Receivables. The Issuer Security Trustee and the Issuer will rely on the Servicer to enforce any rights under the Underlying Agreements and to carry out its obligations under the Servicing Agreement.

DLL will undertake for the benefit of the Issuer that it will not take any steps in relation to the Underlying Agreements otherwise than in accordance with its Credit, Collection and Recovery Procedures in order to perform its duties under the Servicing Agreement, and that it will lend its name to, and take such other steps as may be required by the Issuer or, following the occurrence of an Issuer Event of Default, the Issuer Security Trustee in relation to, any action (whether through the courts or otherwise) in respect of the Underlying Agreements.

27. Rights in relation to the Equipment

The ownership of the Equipment which is the subject of Underlying Agreements and is included in the Portfolio will be retained by DLL. As the Issuer will not acquire an ownership interest in the Equipment itself, certain third parties may acquire rights in relation to the Equipment which may prejudice the collection of Underlying Agreement Equipment Realisation Proceeds (if any) by the Issuer if the Equipment is repossessed by the Seller following a default by an Obligor or due to an early termination of an Underlying Agreement. Most notably, if a creditor secures a money judgment against DLL, a High Court enforcement officer is empowered to seize and sell DLL's goods and chattels, in an amount sufficient to satisfy the judgment debt and cost of execution, through a writ of *fieri facias* ("**fi fa**"). This means that the Equipment, which is the property of DLL, will be at risk of execution from a judgment creditor. Such creditor enforcement action is not possible (without the leave of court) once administration or liquidation of DLL intervenes, since such action is effectively stayed by the advent of the insolvency proceedings.

28. Equipment Value Risk in respect of the Underlying Agreements

Each of the Purchased Receivables is intended to amortise over the term of the Underlying Agreement.

The Purchased Receivables include any and all claims and rights of the Seller against the Obligor under or in connection with the use of the Equipment under the relevant Underlying Agreements (including, for the avoidance of doubt, all payments (including termination

payments) due from the Obligor under the relevant Underlying Agreement and any Ancillary Rights but excluding Excluded Rights).

If the Equipment is repossessed by the Seller following a default by an Obligor or due to an early termination of an Underlying Agreement, the Issuer is subject to the risk that any Underlying Agreement Equipment Realisation Proceeds of such Equipment are insufficient to cover all remaining payments on the Underlying Agreement.

The Issuer does not have any rights in, over or to the Equipment itself, only to the sale proceeds thereof. Accordingly, in the event of any insolvency of DLL, the Issuer is reliant on any administrator or liquidator of DLL taking appropriate steps to sell such Equipment. As the recovery sale proceeds from the Equipment have been assigned to or are held in trust for the Issuer pursuant to the Receivables Purchase Agreement, the Equipment will have no economic value to the insolvency estate and therefore to DLL's creditors as a whole. It is therefore unlikely that an administrator or liquidator of DLL will have any incentive to take any steps to deal with the Equipment contrary to the provisions of the Transaction Documents. However, in the absence of such an economic interest, the administrator or liquidator may not be incentivised to realise the value of the Equipment in a timely manner. This risk is mitigated by the inclusion of a provision in the Servicing Agreement providing that the Issuer will pay, in accordance with the relevant Priority of Payments, an Administrator Incentive Recovery Fee to the relevant administrator or liquidator. The Administrator Incentive Recovery Fee will be paid even where such Equipment is sold by a third party. However, there can be no certainty that any administrator or liquidator would take such actions to sell the Equipment or, as applicable, would consent to the sale of Equipment by or on behalf of DLL. Furthermore any failure or delay on the part of an administrator or liquidator to sell or consent to the sale of Equipment could have an adverse effect on the ability of the Issuer to make payments on the Notes. In addition, DLL has granted a power of attorney in favour of the Issuer to demand, sue for and receive payment of all monies due or payable under or in respect of Purchased Receivables or in respect of any rights related thereto and pursuant to the terms.

29. Potential adverse changes to the value and/or composition of the Portfolio

No assurances can be given that the respective value of the Equipment to which the Portfolio relates have not depreciated or will not depreciate at a rate greater than the rate which they were expected to do so on the date of origination of the relevant Underlying Agreement. If this has happened or happens in the future, this could have an adverse effect on the ability of Obligors to repay amounts under the relevant Underlying Agreements and/or the likely amount to be recovered upon a sale of the Equipment upon default by Obligors. This could have an adverse effect on the Issuer ability to make payments on the Notes.

Whilst the Eligibility Criteria are intended so as to mitigate against such risks, no assurances can be given that circumstances in the future will not change such that the composition of the pool of the Portfolio at any time in the future may deteriorate in view of the circumstances then subsisting.

30. Subordination

There is no assurance that: (a) the Class A Noteholders will receive the amounts they are entitled to receive pursuant to the Terms and Conditions of the Notes; or (b) the distributions which are made will correspond to the monthly payments originally agreed upon in the relevant Underlying Agreements. The risk to the Class A Noteholders that they will not receive the full principal amount of any Class A Note held by them or interest payable thereon pursuant to the Terms and Conditions is mitigated by: (I) the subordination of the Class B Note in accordance with the applicable Priority of Payments; and (II) the availability of the amounts standing to the credit of the Reserve Fund Ledger and the available excess spread in accordance with the applicable Priority of Payments.

There is no assurance that: (a) the Class B Noteholder will receive the amounts it is entitled to receive pursuant to the Terms and Conditions; or (b) the distributions which are made will correspond to the monthly payments originally agreed upon in the relevant Underlying Agreement.

The Issuer will establish the Reserve Fund Ledger and credit an amount equal to the Required Reserve Amount to the Reserve Fund Ledger on the Closing Date from amounts advanced to the Issuer pursuant to the Subordinated Loan. Such amount can be used by the Issuer to make payments under the Notes with respect to interest and principal in accordance with the applicable Priority of Payments.

31. Market for Purchased Receivables

The ability of the Issuer to redeem all the Notes in full, including after the occurrence of an Issuer Event of Default, whilst any of the Portfolio remains outstanding, may depend on whether the Purchased Receivables can be sold, otherwise realised or refinanced by the Issuer or the Issuer Security Trustee so as to obtain a sufficient amount available for the distribution to enable the Issuer to redeem the Notes. There is not yet an active and liquid secondary market for lease claims in the United Kingdom. No assurance can be given that the Issuer or the Issuer Security Trustee is able to sell, otherwise realise or refinance the Purchased Receivables on appropriate terms should it be necessary for it to do so or whether the Enforcement Proceeds payable to Noteholders in accordance with the Post-Enforcement Priority of Payments would be sufficient to pay the Notes in full.

32. Market for Equipment

The Seller is obliged to repurchase the relevant Purchased Receivables in the event of a breach of the Receivables Warranties (including the Eligibility Criteria) made by the Seller which the Servicer determines has a Receivable Material Adverse Effect in respect of the Purchased Receivables by reference to the facts and circumstances subsisting on the Cut-Off Date. If DLL fails to repurchase the relevant Purchased Receivables in accordance with the Receivables Purchase Agreement there is no guarantee that there will be a market for the sale of the underlying Equipment, which will be in a used condition, or that such market will not deteriorate in the future.

Noteholders should also be aware that there may be a very limited market for certain types of Equipment (particularly those manufactured for certain specialised industrial roles or processes) and there is no guarantee that there will be a market for the sale of such Equipment, which are of a specialised nature and will be in a used condition, or that such market will not deteriorate in the future.

33. Credit risk of the parties

The ability of the Issuer to make any principal and interest payments in respect of the Notes depends upon the ability of the parties to the Transaction Documents to perform their contractual obligations. In particular, and without limiting the generality of the foregoing, the timely payment of amounts due in respect of the Notes depends on the ability of the Servicer to service the Portfolio, the ability of DLL to perform its obligations (including any repurchase obligations) under the Receivables Purchase Agreement and on the maintenance of the level of interest rate protection offered by the Swap Agreement.

34. Cross-collateralisation may adversely affect the timing and amount of recoveries on the Receivables and the payments on the Notes

The Underlying Agreements provide that following a default by an Obligor under any agreement with DLL, DLL may terminate all agreements with such Obligor (such an Obligor may be

referred to as a "**common Obligor**") including agreements that are not part of the Portfolio and that DLL may consolidate all liabilities owed to it by the common Obligor. In such event, the common Obligor would be obliged to pay the relevant termination sum under each agreement and DLL would be entitled to take possession of the underlying Equipment. The Receivables Purchase Agreement and the Servicing Agreement provide that in relation to Defaulted Receivables, the Seller/Servicer will apply any Underlying Agreement Equipment Realisation Proceeds to the repayment of the Purchased Receivables before applying such proceeds to any non-Purchased Receivables. The Issuer has the benefit of the Underlying Agreement Equipment Realisation Proceeds as one of the Ancillary Rights transferred to it together with each Purchased Receivable under the Receivables Purchase Agreement and, accordingly, such proceeds must be applied as Collections on the Purchased Receivables. The Underlying Agreement Equipment Realisation Proceeds would include any residual value of the underlying Equipment and to the extent that the Underlying Agreement Equipment Realisation Proceeds exceed the Principal Balance of the relevant Defaulted Receivable the excess amount will be payable to DLL as an Excluded Amount.

35. Credit, Collection and Recovery Procedures

DLL, in its capacity as Servicer, will carry out the administration, collection and enforcement of the Portfolio in accordance with the Servicing Agreement including its Credit, Collection and Recovery Procedures (see "*Description of Certain Transaction Documents – Servicing Agreement*"). The Noteholders are relying on the business judgement and practices of DLL as they exist from time to time, in its capacity as Servicer, including enforcing claims against Obligors. Such procedures may change over time and no assurance can be given that such changes will not have an adverse effect on the Issuer's ability to make payments on the Notes.

Further, the terms and conditions of the Underlying Agreements may be amended provided that:

(a) such change is a Permitted Variation;

(b) such change is made in accordance with the terms of the relevant Underlying Agreement; and

(c) such change does not cause the last payment thereunder to occur after March 2027.

Where amendments which are made in accordance with the Credit, Collection and Recovery Procedures of DLL as amended from time to time in accordance with the terms and conditions of the Servicing Agreement, result in the Aggregate Receivables Principal Balance of the Purchased Receivables being reduced, Noteholders may suffer a loss if DLL fails to pay an amount equal to such reduction to the Issuer pursuant to the terms of the Receivables Purchase Agreement.

36. Risk of change of Servicer

Pursuant to the Servicing Agreement, on the occurrence of a Servicer Termination Event, a Suitable Entity to act as Back-Up Servicer will be appointed. Such Back-Up Servicer will be under an obligation to, amongst other things, review the Investor Report and request any assistance it may require so that it is able, on its assumption of the Servicer role, to immediately perform services contained in the Servicing Agreement. In the event DLL is replaced as Servicer following a Servicer Termination Event, there may be losses or delays in processing payments or losses on the Portfolio due to a disruption in servicing during a transfer to the Back-Up Servicer, or due to the Back-Up Servicer being less experienced than DLL. Any such delay or losses during such transaction period could have an adverse effect on the ability of the Issuer to make payments in respect of the Notes.

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

DLL is entitled under the terms of the Servicing Agreement to transfer its rights and obligations to another member of the DLL Group without the consent of the Issuer or Issuer Security Trustee. There is no assurance that any such replacement Servicer will be as experienced as DLL or will have the same resources as DLL.

37. Risk of late payment by Servicer

The Servicer has undertaken to transfer or procure to have transferred Collections as set forth in the Servicing Agreement (see the paragraph headed "*Description of Certain Transaction Documents – Servicing Agreement*").

If the Servicer does not timely transfer all amounts which it has collected from the relevant Obligors to the Transaction Account pursuant to the Servicing Agreement, insufficient amounts may be available to the Issuer to make payments to Noteholders on any Payment Date.

Furthermore, no assurance can be given that, upon the insolvency of the Servicer, no commingling risk will arise, as the proceeds arising out of or in connection with the Purchased Receivables will first be paid by the Obligors to the Servicer. This risk is, however, mitigated by the fact that the Servicer could be replaced on occurrence of a Servicer Termination Event and, therefore, prior to or, at the latest, upon the insolvency of the Servicer. Therefore, the commingling risk will be limited to the amounts standing to the credit of the Servicer's bank accounts at the time insolvency proceedings are opened relating to Collections on the Purchased Receivables (unless payments continue to be paid into such bank accounts). In addition, the Collections on the Purchased Receivables are required to be paid into Collection Accounts which are subject to the Collection Account Declaration of Trust.

38. Reliance on Declaration of Trust

Collections relating to the Purchased Receivables are required to be paid into Seller Collection Accounts which are subject to the Collection Account Declaration of Trust. However, such Collections will only form part of the Issuer's share of the trust property thereunder once identified as relating to the Purchased Receivables. Accordingly, the Noteholders are relying on the Servicer's ability to promptly identify and reconcile Collections to Receivables. Any failure or delay by the Servicer in the performance of such identification and reconciliation services could affect the payment of interest and principal on the Notes.

Additionally, prospective investors should note that the Seller may enter into additional note issuance and/or other financing transactions from time to time backed by Receivables which are not Purchased Receivables and similar trust interests may be granted over the Collection Accounts in respect of such transactions. In the event that the Issuer or the Issuer Security Trustee were to seek to exercise its rights to revoke the Servicer's instruction rights in respect of the Seller Collection Accounts, it is possible that the existence of multiple trust interests over the amounts standing to the credit of the Seller Collection Accounts could result in delays in giving effect to such revocation. Such risk should be mitigated by the fact that, following the occurrence of an Obligor Notification Event, the Servicer (or, if appointed, the Back-Up Servicer or a replacement Servicer) on behalf of the Issuer, or following the occurrence of an Issuer Event of Default, on behalf of the Issuer Security Trustee may (and shall if instructed to do so by the

Issuer and/or the Issuer Security Trustee) direct all or any of the Obligors and any relevant third parties to pay amounts outstanding in respect of Purchased Receivables directly to the Issuer, into the Transaction Account or any other account which is specified by the Issuer.

39. Reliance on Servicer; sale in the open market

To the extent the Servicer has the duty to realise the Equipment in the open market following repossession of Equipment after a default by an Obligor or other early termination of an Underlying Agreement, the Servicer will carry out such realisation of the Equipment in accordance with the Servicing Agreement.

Accordingly, the Noteholders are relying on the business judgement, the practices and the capabilities of the Servicer when realising the Equipment (see "*Description of Certain Transaction Documents – Servicing Agreement*").

Although the different distribution channels for used Equipment offer flexibility, and therefore increase the customer base of the Servicer for such used Equipment, there is no guarantee that each of such distribution channels in itself results in the best-achievable price for such used Equipment.

LEGAL AND OTHER CONSIDERATIONS

40. Equitable assignment

The sale by the Seller to the Issuer of the Purchased Receivables will take effect by way of an equitable assignment because no notice of the assignment will be given to the Obligors. As a result, legal title to the Purchased Receivables will remain with the Seller. The Issuer, however, will have the right to demand that the Seller transfers to it legal title to the Purchased Receivables in the limited circumstances described in the Receivables Purchase Agreement and, until such right arises, the Issuer will not give notice of the sale of to the Purchased Receivables to any Obligor.

Since the Issuer has not obtained legal title to the Purchased Receivables or otherwise perfected its legal title to the Purchased Receivables , the following risks exist:

(i) *first*, if the Seller wrongly sells any Purchased Receivables, which have already been sold to the Issuer, to another person and that person acted in good faith and did not have notice of the interests of the Issuer in those Purchased Receivables, then such person might obtain good title to the Purchased Receivables, free from the interests of the Issuer. If this occurred, then the Issuer would not have good title to the affected Purchased Receivable and it would not be entitled to payments by an Obligor in respect of that Underlying Agreement. However, the risk of third party claims obtaining priority to the interests of the Issuer would be likely to be limited to circumstances arising from a breach by the Seller of its contractual obligations or fraud, negligence or mistake on the part of the Seller or the Issuer or their respective personnel or agents;

(ii) *second*, the rights of the Issuer may be subject to the rights of the Obligor against the Seller, such as rights of set-off, which occur in relation to transactions; and

(iii) *third*, unless the Issuer has perfected the assignment of the Purchased Receivables (which it is only entitled to do in certain limited circumstances), the Issuer would not be able to enforce any Obligor's obligations under an Underlying Agreement itself but would have to join the Seller as a party to any legal proceedings. DLL as Seller will, however, undertake for the benefit of the Issuer that DLL will lend its name to, and take such other steps as may be required by the Issuer or the Issuer Security Trustee in

relation to any action in respect of the Purchased Receivables and DLL grants the Issuer a power of attorney in this regard (the "**Seller Power of Attorney**").

If any of the risks described in paragraphs (i) and (ii) above were to occur, then the realisable value of the Portfolio or any part thereof and/or the ability of the Issuer to make payments under the Notes will be affected.

Once notice has been given to the Obligors of the assignment of the Purchased Receivables to the Issuer, independent set-off rights which an Obligor has against the Seller will crystallise and further rights of independent set-off would cease to accrue from that date and no new rights of independent set-off could be asserted following that notice. Set-off rights arising under "transaction set-off" (which are set-off claims arising out of a transaction connected with the Underlying Agreement) will not be affected by that notice and will continue to exist. In relation to potential transaction set-off in respect of the Underlying Agreements, see further below.

It should be noted that for so long as the Issuer does not have legal title, the Seller will undertake for the benefit of the Issuer and the Issuer Secured Creditors that it will lend its name to, and take such other steps as may be reasonably required by the Issuer and/or the Issuer Security Trustee in relation to, any legal proceedings in respect of the Purchased Receivables. For such purposes, the Seller will grant to the Issuer, the Seller Power of Attorney.

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

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

41. Set-off risk may adversely affect the value of the Portfolio or any part thereof

As described above, the sale by the Seller to the Issuer of the Purchased Receivables will be given effect by an equitable assignment only. As a result, legal title to the Purchased Receivables sold by the Seller to the Issuer will remain with the Seller. Therefore, the rights of the Issuer may be subject to the rights of the Obligors against the Seller, including rights of set-off which occur in relation to transactions (including the relevant Underlying Agreement) made between the Obligors and the Seller existing prior to notification to the Obligors of the assignment of the Purchased Receivables.

An Obligor may also attempt to set off an amount greater than the amount of his damages claim against the payments under the relevant Underlying Agreement. In that case, the Servicer will be entitled to take enforcement proceedings against the Obligor, although the period of non-payment by the Obligor is likely to continue until a judgment is obtained.

The exercise of set-off rights by Obligors may adversely affect the realisable value of the Portfolio and/or the ability of the Issuer to make payments under the Notes.

42. Underlying Agreement regulated by the Financial Services and Markets Act 2000 and the Consumer Credit Act 1974

An Underlying Agreement may be regarded as 'regulated' if it falls within either the definition of 'regulated consumer hire agreement' or 'regulated credit agreement' in the Financial Services and Markets Act 2000 ("**FSMA**") (Regulated Activities) Order 2001 (the "**RAO**").

An Underlying Agreement will be a regulated consumer hire agreement if it is a 'consumer hire agreement' which is not an 'exempt agreement' as described in article 60N of the RAO. An Underlying Agreement will be a consumer hire agreement if the Originator hires goods (e.g. equipment) to an individual or relevant recipient of credit so long as the Underlying Agreement is not a hire-purchase agreement and is capable of subsisting for three months. An Underlying Agreement will be a regulated credit agreement if it is a 'regulated credit agreement' which is not exempt as described in article 60B of the RAO. A hire-purchase agreement is defined in Article 60L of the RAO and Article 60L(8) states that a hire-purchase agreement is to be taken to be providing the individual or person with fixed-sum credit to finance the transaction of an amount equal to the total price of the goods (i.e. the Equipment) less the aggregate of the deposit (if any) and the total charge for credit. 'Individual' carries its literal meaning of 'natural person' and 'relevant recipient of credit' extends to partnerships of two to three partners and certain unincorporated associates.

The FSMA requires a person who carries on certain regulated activities in respect of regulated consumer hire agreements and regulated credit agreements to be authorised or properly exempt. DLL, as the Originator and the Servicer of the Regulated Underlying Agreements, holds permanent Part 4A permission from the UK Financial Conduct Authority (the "**FCA**") for its regulated activities relating to the Underlying Agreements. A person holding Part 4A permission from the FCA is an FCA authorised person for the purposes described in paragraph (c)(i) of this risk factor below. DLL successfully applied to convert the interim permission it held from 1 April 2014 when the FCA issued it with full Part 4A permission with effect from 16 November 2015. Before 1 April 2014, DLL was licensed by the Office of Fair Trading The FCA has been responsible for supervising the FSMA conduct of business regime for such regulated agreements since it took over from the Office of Fair Trading from 1 April 2014, with various conduct of business rules set out in its Consumer Credit sourcebook ("**CONC**"). The Consumer Credit Act 1974 (the "**CCA**") also contains conduct of business rules relating to matters such as prescribed form and content requirements for regulated agreements (also described in more detail below).

The Purchased Receivables that have been sold by the Originator are a mixture of hire-purchase and lease agreements which fall within the RAO definitions of regulated credit agreements (the "**Regulated Credit Agreements**") and of regulated hire agreements (the "**Regulated Hire Agreements**") (together the "**Regulated Underlying Agreements**") and unregulated hire-purchase, lease agreements and contract-hire agreements. Unregulated agreements include hire-purchase and lease agreements which are exempt because they are entered into with companies or with individuals or relevant recipients of credit for a business purpose where the total value of hiring payments or the amount of credit provided exceeds £25,000.

No Obligor under any Regulated Hire Agreement enjoys a voluntary termination right under section 101 of the CCA because each Regulated Hire Agreement is either: (i) entered into by the Obligor in the course of a business; or (ii) provides for the Obligor to make payments which in total (and without breach of the agreement) exceed £1,500 in any year. To mitigate this risk, the Originator has provided certain representations and warranties with regard to the Portfolio, as described in more detail in the section entitled "*Description of Certain Transaction Documents - Receivables Purchase Agreement*".

The main consequences of an Underlying Agreement being a Regulated Underlying Agreement are summarised in paragraphs (a) to (m) below.

(a) **Regulated Hire Agreements might be cancellable agreements**

A Regulated Hire Agreement may be cancellable under section 67 of the CCA where pre-contract discussions include oral representations made when in the physical presence of the Obligor by a person acting as, or on behalf of, the "negotiator" as defined in the CCA, and the Obligor signed the agreement away from certain business premises. The Regulated Underlying Agreements are not documented as cancellable agreements on the basis that the Originator has in place procedures to ensure that the Regulated Underlying Agreements are entered into in a way to ensure that there is no cancellation right under section 67 of the CCA. If the Originator or anyone acting on its behalf failed to follow this procedure and the agreement became cancellable, a failure to give the required cancellation notice would result in the Regulated Underlying Agreement becoming unenforceable without a court order.

If a significant number of Obligors were to take up the relevant legislative points, this could, depending on the attitude of the courts or other dispute resolution authority, lead to significant disruption and shortfall in the income of the Issuer.

(b) **Regulated Credit Agreements will be subject to a right to withdraw under the CCA**

Where the amount of credit is less than or equal to £60,260 under Section 66A of the CCA an Obligor may withdraw from a Regulated Credit Agreement without giving any reason. This right must be exercised before the end of 14 days beginning with, usually, the day after the day the agreement is made. If an Obligor withdraws from a hire-purchase agreement they must repay all amounts outstanding within 30 days and title to the Equipment will pass to the Obligor.

If the Obligor cancels a regulated hire-purchase agreement the Equipment must be returned to the Originator. Each of the Purchased Receivables will arise under Underlying Agreements which have been in effect for more than 14 days.

(c) **Regulated Underlying Agreements might be unenforceable**

Any Regulated Underlying Agreement has to comply with requirements under FSMA and the CCA as to authorisation of the Originator and broker, documentation and procedures of agreements and (in so far as applicable) pre-contract disclosure. If it does not comply with those requirements, then to the extent that the agreement is regulated by FSMA and the CCA or treated as such, it is unenforceable against the Obligor:

(i) without an order of the FCA, if the Originator or any dealer or other credit broker does not hold the required authorisation/ Part 4A permission at the relevant time; or

(ii) without a court order in other cases and, in exercising its discretion whether to make the order, the court would take into account any prejudice suffered by the Obligor and any culpability of the Originator.

Under the CCA the Originator is required to follow procedures and provide pre-contract and contractual information in a prescribed form when entering into a contract. If the Originator fails to comply with these procedures the Regulated Hire Agreement or Regulated Credit Agreement will be unenforceable against the Obligor without a court order and, in exercising its discretion whether to make the order, the court would take into account any prejudice suffered by the Obligor and any culpability of the Originator.

Under the CCA, the Originator is also required to provide certain post-contract information and documents to the Obligor. A hire or credit agreement regulated by the CCA is unenforceable for any period when the lender or lessor fails to comply with requirements in relation to certain notices which must be provided under the CCA. Further, the Obligor would not be liable to pay interest or, in certain cases, default fees for any period where the Originator fails to comply with the requirements for annual statements for regulated credit agreements and arrears notices for regulated hire and credit agreements.

These provisions of the CCA may result in adverse effects on the Issuer's ability to make payment in full on the Notes when due.

The Originator has interpreted certain technical rules under the CCA in a way common with many other participants in the market. If such interpretations were held to be incorrect by a court or other dispute resolution authority, then a Regulated Underlying Agreement could be unenforceable, as described above. If such interpretations were challenged by a significant number of Obligors, then this could lead to significant disruption and shortfall in the income of the Issuer. Court decisions have been made on technical rules under the CCA, but such decisions are rare and are generally county court decisions which are not binding on other courts. Where agreements are unenforceable without a court order due to minor documentary defects, owners and lenders have historically pursued such debts as though they are simply enforceable, until such time as those defects were raised by the Obligor and/or the court in any claim. To mitigate the risks associated with this approach, owners currently rely on the decision in *McGuffick v Royal Bank of Scotland* [2010] 1 All ER 634, in which the High Court ruled that, in relation to agreements which were unenforceable by reason of failures to provide copies under section 77 and 78 of the CCA, steps which fell short of obtaining a court judgment against the borrower were not "enforcement" within the meaning of the CCA.

To mitigate this risk, the Originator has provided certain representations and warranties with regard to the Portfolio, as described in more detail in the section entitled "*Description of Certain Transaction Documents - Receivables Purchase Agreement*".

In addition, now that Regulated Underlying Agreements are primarily subject to the FSMA regulatory regime supervised by the FCA, breaches of FCA rules are also relevant. An Obligor who is a private person may be entitled to claim damages for loss suffered as a result of any contravention by the Originator of a rule under FSMA. From 1 April 2014, such rules include CONC, which transposes certain requirements previously made under the CCA and in OFT guidance. The Obligor may attempt to set off the amount of any claim for contravention of CONC against the amount owing by the Obligor under his or her Regulated Underlying Agreement or any other hire or credit agreement he has taken out with the Originator (or exercise analogous rights in Scotland or Northern Ireland). Any such set-off may adversely affect the Issuer's ability to make payments in full.

To mitigate this risk, the Originator has provided certain representations and warranties with regard to the Portfolio, as described in more detail in the section entitled "*Description of Certain Transaction Documents - Receivables Purchase Agreement*".

(d) **Termination of Regulated Hire Agreements by Originator**

The Originator has the right to terminate the Regulated Hire Agreement in the event of an unremedied breach of agreement by the Obligor. In such cases the Originator is entitled to repossess the Equipment. The Originator remains free to exercise its contractual right to repossess the Equipment. It may also recover them by applying to

court for an order for delivery of the goods (i.e. the Equipment). Under the Torts (Interference with Goods) Act 1977, the court has a discretion as to whether to make an order for delivery of the Equipment without giving the Obligor the option to pay their value. Further, the court may impose conditions.

If the Originator was to repossess the Equipment or to obtain an order for its delivery, there remains a risk that the court would exercise its power under section 132 of the CCA to return the Obligor's payments, in whole or in part, whose release from liability, in whole or in part, would then become exercisable. If it appears to the court just to do so, having regard to the extent of the enjoyment of the Equipment by the Obligor, the court shall grant the application in full or in part (s.132(1) of the CCA).

Further the court has an inherent equitable jurisdiction to grant the Obligor relief against forfeiture. This applies in cases where it would be harsh and unconscionable for the owner to refuse the Obligor an opportunity to tender late performance. The Obligor would have to apply promptly for relief and prove that he can within a reasonable time discharge arrears and remedy other breaches.

In the event of any early termination, the Servicer is obliged to repossess and sell the related Equipment and the Underlying Agreement Equipment Realisation Proceeds will be applied as Collections.

As set out above, no Obligor under any Regulated Underlying Agreement enjoys any voluntary termination rights under section 101 of the CCA.

(e) **Voluntary Terminations**

At any time before the last payment falls due under a Regulated Credit Agreement which is a hire-purchase agreement, the customer may, under sections 99 and 100 of the CCA, terminate the relevant agreement. Customers do not have to state a reason for exercising their rights under these sections. Generally customers may take advantage of the right of voluntary termination when they are in financial difficulty, or when the residual value of the goods on part-exchange is less than the amount that would be payable on early settlement. To terminate the Regulated Credit Agreement, the Obligor is required to give notice to the Originator and after notification the Obligor must return the Equipment, at its own expense, to an address as reasonably required by the Originator, together with everything supplied with the Equipment.

In such a case the Originator has a right to:

(i) all arrears of payments due and damages incurred for any other breach of the Regulated Credit Agreement by the Obligor before such termination;

(ii) the amount (if any) by which one half of the total amount which would have been payable under the Regulated Credit Agreement if it had run its course exceeds the aggregate of sums already paid by the Obligor and amounts due from the Obligor under the Regulated Credit Agreement immediately before exercise by the customer of its statutory right of termination;

(iii) possession of the Equipment subject to the Regulated Credit Agreement being terminated; and

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

Following the voluntary termination of Regulated Credit Agreement, the Originator will take possession of the relevant Equipment and will sell the Equipment according to its customary procedures. The Originator will apply (a) any amounts received per paragraphs (i) and (ii) above; and (b) any proceeds from the sale of the Equipment to reduce the balance of the Regulated Credit Agreement that remains outstanding following the voluntary termination. Following such application, any remaining amounts due from the Obligor will be written-off and reduced to zero.

If an Obligor terminates a Regulated Credit Agreement under section 99 of the CCA, it is possible that the Issuer will not receive the full amount of the principal amount outstanding on the relevant Purchased Receivable and an amount of principal will accordingly be written-off. This in turn could trigger losses under the Notes.

(f) **Early Settlement of Regulated Credit Agreements**

The Obligor has a statutory right to discharge his payment liability, and obtain title to the Equipment, under a Regulated Credit Agreement in advance of its scheduled final repayment date by paying all unpaid scheduled payments through to the scheduled final repayment date together with all other amounts due and payable under the relevant Regulated Credit Agreement less a rebate calculated under the Consumer Credit (Early Settlement) Regulations 2004, or the "**Early Settlement Regulations**" (see "*Rebate on Early Settlement or on Termination of a Regulated Credit Agreement*" below).

In addition, from 1 February 2011 the Obligor under a Regulated Credit Agreement entered into after 11 June 2010 has a right to make partial early repayments. One or more partial early repayment(s) may be made at any time during the life of the relevant agreement, subject to the Obligor taking certain steps as outlined in Section 94 of the CCA. The terms on partial early settlement are largely the same as those for full early settlement and the framework operates in much the same way.

(g) **Termination of Regulated Credit Agreements**

The Originator has the right to terminate a Regulated Credit Agreement in the event of an unremedied material breach of agreement by the Obligor. In such cases the Originator has the right to repossess the Equipment (however, where the Obligor has paid at least one-third of the total amount payable, the Equipment becomes "protected" under the CCA with the consequences described in "Protected Goods" below) and recover either:

(i)

(1) all arrears of payments due and damages incurred for any breach of the Regulated Credit Agreement by the customer before such termination;

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

(3) any other sums due but unpaid by the Obligor under the Regulated Credit Agreement less a rebate calculated in compliance with the Early Settlement Regulations (see "*Rebate on Early Settlement or on Termination of a Regulated Credit Agreement by the Originator*" below); or

(ii) such lesser amount as a court considers will compensate the Originator for its loss.

Court decisions have conflicted on whether the amount payable by the customer on termination by the lender (for example, for repudiatory breach by the Obligor) is restricted to the amount calculated by the one-half formula for termination by the customer.

In the event of any early termination, the Servicer is obliged to repossess and sell the related Equipment and the Underlying Agreement Equipment Realisation Proceeds will be applied as Collections.

(h) **Rebate on Early Settlement or on Termination of a Regulated Credit Agreement by the Originator**

In the case of Regulated Credit Agreements, a rebate of credit charges may be due on early settlement. The amount of the rebate is calculated under the Early Settlement Regulations. The rebate is available only in the circumstances specified in the Early Settlement Regulations. No rebate is required where the Obligor exercises his right to terminate a Regulated Credit Agreement as described in paragraph (g) above, as the Obligor may terminate the relevant Regulated Credit Agreement, without discharging in full the total amount payable under the Regulated Credit Agreement. While any rebate may reduce the aggregate amount of the Revenue Component (and thus the excess spread) payable over the originally scheduled term of a Purchased Receivable, it will not reduce the Principal Component payable in relation to such Purchased Receivable.

(i) **Financial Ombudsman Service**

The Financial Ombudsman Service is an out-of-court dispute resolution scheme with jurisdiction to determine complaints against authorised persons under the FSMA relating to conduct in the course of specified regulated activities including in relation to credit and hire. It will apply to certain Obligor's depending on the turnover of the Obligor.

Under the FSMA, the Financial Ombudsman Service is required to make decisions on, among others, complaints relating to the terms in agreements on the basis of what, in the Ombudsman's opinion, would be fair and reasonable in all the circumstances of the case, taking into account, among others, law and guidance. Complaints brought before the Financial Ombudsman Service for consideration must be decided on a case-by-case basis, with reference to the particular facts of any individual case. Each case would first be adjudicated by an adjudicator. Either party to the case may appeal against the adjudication. In the event of an appeal, the case proceeds to a final decision by the Ombudsman. The Financial Ombudsman Service may order a money award to a customer, which may adversely affect the value at which the receivable agreement could be realised and accordingly the ability of the Issuer to meet its obligations under the Notes. The jurisdiction of the Financial Ombudsman Service has applied since 6 April 2007.

(j) **Enforcement action by the FCA**

The FCA has a broad range of enforcement powers under the FSMA which it can take against authorised firms where the firm breaches a requirement of the FSMA. These powers include the ability to order restitution and implement consumer redress schemes under Section 404 of FSMA as well as product intervention powers where it considers there is the potential for significant consumer detriment.

(k) **Bona fide purchaser**

A disposition of the Equipment by the Obligor to a bona fide private purchaser without notice of the hire purchase agreement will transfer the Originator's title to the Equipment to such purchaser.

(l) **"Unfair relationship"**

The court has power under section 140A of the CCA to determine that the relationship between a lender and a customer arising out of a credit agreement (whether alone or with any related agreement) is unfair to the Obligor. In applying the unfair relationship test, the courts are able to consider a wider range of circumstances surrounding the transaction, including the Originator's conduct before and after making the agreement. There is no statutory definition of "unfair" as the intention is for the test to be flexible and subject to judicial discretion. However the word "unfair" is not an unfamiliar term in legal use in the United Kingdom due to the Unfair Contract Terms Act 1977, the Unfair Terms in Consumer Contracts Regulations 1999 and the Consumer Rights Act 2015. The courts may look to this legislation for guidance. The FCA principles are also relevant and apply to the way contract terms are used in practice and not just the way they are drafted. Once an Obligor alleges that an unfair relationship exists, the burden of proof is on the Originator to prove the contrary.

Plevin v Paragon [2014] UKSC 61, a November 2014 Supreme Court judgment, clarified that compliance with the relevant regulatory rules by the creditor (or a person acting on behalf of the creditor) does not preclude a finding of unfairness, as a wider range of considerations may be relevant to the fairness of the relationship than those which would be relevant to the application of the rules.

Pursuant to the Receivables Warranties, the Originator has represented and warranted that no Regulated Underlying Agreement gives rise to any "unfair relationship" between the creditor and the debtor for the purposes of sections 140A to 140D of the CCA.

(m) **Time Orders**

If, with regards to a Regulated Underlying Agreement, certain default or enforcement proceedings are taken or notice of early termination is served on an Obligor, the Obligor can apply to the court for a time order to change the timing of payments under his Regulated Underlying Agreement or to repay the outstanding sum by lower instalments than provided for in his Regulated Underlying Agreement. Under the provisions of the CCA the court has a wide discretion to make an order incorporating such amendments to the relevant Regulated Underlying Agreement as it considers fit, in order to achieve the objectives of the time order.

43. Liability for pre-contractual statements and breach of contract

(a) **Regulated Underlying Agreements**

Under section 56 of the CCA, an Obligor may make a claim against the Originator for any pre-contractual statement made to the Obligor by: (a) the Originator or its agent in relation to the making of the Regulated Underlying Agreement; or (b) a credit broker in relation to the Equipment sold or proposed to be sold by the credit broker to the Originator before forming the subject matter of the Regulated Underlying Agreement. If any such statement made by a person other than the Originator arises, the Originator would ordinarily seek to be indemnified by that person.

(b) **All Underlying Agreements including Regulated Underlying Agreements**

Under various Acts on sale or supply of goods an Obligor may also make a claim for misrepresentation and/or breach of contract against the Originator if the relevant Equipment that is the subject of the Underlying Agreement is not of satisfactory quality or fit for its intended purpose. Under the terms of each Underlying Agreement, the Originator excludes liability for breach of any condition or warranty as to the quality, condition, performance or fitness for purpose of the relevant Equipment. Where the Obligor makes the contract in the course of a business the exclusion of liability will only be binding if it meets a statutory test of reasonableness. Whenever this test is not satisfied the Originator will seek to rely on its right to be reimbursed by the dealer (described above).

The Obligor may set off the amount of any claim he has against the Originator against the amount owing by the Obligor under the Underlying Agreement or under any other Underlying Agreement (or exercise analogous rights in Scotland).

44. Risk of non-existence of Portfolio

In the event that any Purchased Receivable comprised within the Portfolio has not come into existence at the time of their assignment to the Issuer under the Receivables Purchase Agreement, such assignment would not result in the Issuer acquiring ownership title in such Purchased Receivable. The Issuer would not receive adequate value in return for its purchase price payment. This result is independent of whether the Issuer, at the time of assignment, is not aware of the non-existence and therefore acts in good faith with respect to the existence of such Purchased Receivable or not. This risk, however, will be mitigated by contractual representations and warranties given by the Issuer in respect of the Purchased Receivables and the contractual obligation that the Seller shall (in the case of Purchased Receivables which do not exist or have ceased to exist) indemnify the Issuer against any loss and all liabilities suffered by reason of such warranties or representations being untrue or incorrect up to an amount equal to the Repurchase Price which would have applied to the relevant Purchased Receivable had the Purchased Receivable existed on the relevant repurchase date and complied with each of the Receivables Warranties in relation to such Purchased Receivable as at the Cut-Off Date.

45. Risks relating to the insolvency of the Issuer and/or DLL

(a) **Recharacterisation of fixed security interest**

There is a possibility that a court could find that certain of the fixed security interests expressed to be created by the Issuer Deed of Charge, which is governed by English law, could take effect as floating charges notwithstanding that they are expressed to be fixed charges in particular where the Issuer Security Trustee does not exercise the requisite degree of control over the relevant security granted in accordance with the Issuer Deed of Charge.

If the fixed security interests are recharacterised as floating security interests, the claims could be diverted to pay preferential creditors and certain other liabilities were a receiver, liquidator or administrator appointed in respect of the Issuer.

(b) **Administrator's right to sell Equipment**

As noted above, only the Purchased Receivables will be transferred to the Issuer rather the Equipment itself. As such, the Equipment will remain the property of DLL. DLL as Servicer is responsible for selling the Equipment if the Equipment is repossessed by the Seller following a default by an Obligor or due to an early termination of an

Underlying Agreement. The Underlying Agreement Equipment Realisation Proceeds from such sales are, in the ordinary course, payable to the Issuer. If the Issuer does not receive the Underlying Agreement Equipment Realisation Proceeds this may affect its ability to make payments under the Notes.

In the event of an insolvency of DLL, as ownership of the Equipment vests with DLL, only the Insolvency Official is able to sell the relevant Equipment. Although Underlying Agreement Equipment Realisation Proceeds are payable to the Issuer, the Issuer will be dependent on the Insolvency Official to sell any relevant Equipment. In order to mitigate against the risk that the Insolvency Official chooses not to sell the relevant Equipment, the transaction structure includes a number of incentivisation mechanisms. For example, in order to help incentivise the Insolvency Official to sell or consent to the sale of the Equipment by the Back Up Servicer, the transaction structure includes the concept of the Administrator Incentive Recovery Fee. The Administrator Incentive Recovery Fee is payable to the insolvency official of DLL in relation to the sale of the Equipment. The fee will be equal to a percentage of the corresponding Equipment Realisation Proceeds. The Administrator Incentive Recovery Fee will be paid to the administrator or liquidator of DLL, even where the Equipment has been sold by the Back Up Servicer.

There are certain incentives for the Insolvency Official to sell or consent to the sale of the relevant Equipment. For example, DLL will be liable in damages to the Issuer as it would have breached its contractual obligations to the Issuer under the Transaction Documents to sell the related Equipment upon termination of the Underlying Agreement or recovery of the Equipment in relation to Defaulted Receivable.

To the extent the Insolvency Official sought not to sell or consent to the sale of the relevant Equipment but rather re-lease them as part of a new business plan, in addition to damages payable to the Issuer, any such proceeds would still need to be accounted to the Issuer to the extent they constituted payments arising as a consequence of a Defaulted Receivable. Such amounts include any sale proceeds or amounts arising as a result of entering into a new lease with respect to any Equipment.

Should an administrator or liquidator be appointed in relation to DLL, a moratorium on legal proceedings and (in the case of an administration) the enforcement of security against DLL will arise. Notwithstanding the various incentives on the Insolvency Official to sell the relevant Equipment there can be no assurance that such incentives will be sufficient to incentivise an Insolvency Official to take prompt action to sell or consent to the sale of the Equipment (in particular, in circumstances where the insolvency proceedings are complex). Noteholders should also be aware that the Administrator Incentive Recovery Fee is payable in priority to payments of principal and interest on the Notes in accordance with the relevant Priority of Payments. If the fee negotiated by the Servicer (or Back Up Servicer) with the Insolvency Official is of a sufficient size this may reduce the amounts available to make payments in respect of the Notes.

(c) **Appointment of an administrator**

The Issuer will enter into the Issuer Deed of Charge pursuant to which it will grant security in respect of certain of its obligations, including its obligations under the Notes. If certain insolvency proceedings are commenced in respect of the Issuer, the ability to realise the Issuer Security may be delayed and/or the value of the Issuer Security impaired. In particular, the ability to realise the security granted by the Issuer may be delayed if an administrator is appointed or in the context of a company voluntary arrangement in respect of the Issuer. In this regard, it should be noted that:

(i) in general, an administrator may not be appointed in respect of a company if an administrative receiver is in office. Amendments were made to the Insolvency Act 1986 in September 2003 which restrict the right of the holder of a floating charge to appoint an administrative receiver, unless an exception applies. Significantly, one of the exceptions allows for the appointment of an administrative receiver in relation to certain transactions in the capital market. While it is anticipated that the requirements of this exception will be met in respect of the Issuer Deed of Charge, it should be noted that the Secretary of State for Business may by regulation modify the capital market exception and/or provide that the exception shall cease to have effect; and

(ii) under the Insolvency Act 1986 (as amended by the Insolvency Act 2002), certain "small" companies (which are defined by reference to certain financial and other tests) are entitled to seek protection from their creditors for a limited period for the purposes of putting together a company voluntary arrangement. The position as to whether or not a company is a small company may change from time to time and consequently no assurance can be given that the Issuer will not, at any given time, be determined to be a small company. However, certain companies are excluded from the optional moratorium provisions, including a company which is party to certain transactions in the capital market and/or which has a liability in excess of a certain amount. While the Issuer should fall within the current exceptions, it should be noted that the Secretary of State for Business may by regulation modify these exceptions.

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

(d) **Subordination provisions**

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

The English Supreme Court has held that a flip clause as described above is valid under English law. Contrary to this, however, the U.S. Bankruptcy Court has held that such a subordination provision is unenforceable under U.S. bankruptcy law and that any action to enforce such provision would violate the automatic stay which applies under such law in the case of a U.S. bankruptcy of the counterparty. The implications of this conflict remain unresolved, particularly as several subsequent challenges to the U.S. decision have been settled and certain other actions which raise similar issues are pending but have not progressed for some time.

Most recently, in a June 2016 opinion, *Lehman Brothers Special Financing Inc. v Bank of America National Association, et al.* (No. 10-03547 (SCC)) (*In re Lehman Bros. Holdings, Inc.*), the U.S. Bankruptcy Court found, among other things, that provisions in a swap agreement that established the priority of distributions to a swap participant at the time an early termination occurred resulting from the filing of a bankruptcy case, were not prohibited *ipso facto* clauses under the U.S. Bankruptcy Code and were

enforceable against the debtor. In contrast, in the court's prior decisions, the priorities at issue there were established at the time the swaps were entered into and then later reversed as a result of an early termination caused by the filing of a bankruptcy case. Therefore, the court held in those cases that such provisions were prohibited *ipso facto* clauses. Consistent with its prior rulings, the court also ruled in its June 2016 decision that certain other transactions at issue in that case involving the reversing of pre-determined priorities resulting from the filing of a bankruptcy case also violated the ipso facto prohibitions under the U.S. Bankruptcy Code.

If a creditor of the Issuer (such as the Swap Counterparty) or a related entity becomes subject to insolvency proceedings in any jurisdiction outside England and Wales (including, but not limited to, the U.S.), and it is owed a payment by the Issuer, a question arises as to whether the insolvent creditor or any insolvency official appointed in respect of that creditor could successfully challenge the validity and/or enforceability of subordination provisions included in the English law governed Transaction Documents (such as a provision of the Priorities of Payments which refers to the ranking of the Swap Counterparty's payment rights in respect of Swap Subordinated Termination Payments). In particular, based on the decision of the U.S. Bankruptcy Court referred to above, there is a risk that such subordination provisions would not be upheld under U.S. bankruptcy laws. Such laws may be relevant in certain circumstances with respect to the Swap Counterparty (and/or with respect to any replacement counterparty, depending on certain matters in respect of that entity). In addition, there is a risk that the subordination provisions would not be upheld under Dutch law in the event that insolvency proceedings were commenced in the Netherlands in respect of a creditor of the Issuer.

In general, if a subordination provision included in the Transaction Documents was successfully challenged under the insolvency laws of any relevant jurisdiction outside England and Wales and any relevant foreign judgment or order was recognised by the English courts, there can be no assurance that such actions would not adversely affect the rights of the Noteholders, the market value of the Notes and/or the ability of the Issuer to satisfy its obligations under the Notes.

Lastly, given the general relevance of the issues under discussion in the judgments referred to above and that the Transaction Documents will include terms providing for the subordination of Swap Subordinated Termination Payments, there is a risk that the final outcome of the dispute in such judgments (including any recognition action by the English courts) may result in negative rating pressure in respect of the Notes. If any rating assigned to the Notes is lowered, the market value of the Notes may be reduced.

46. Liquidation expenses

Prior to the House of Lords' decision in the case of Re Leyland Daf in 2004, the general position was that, in a liquidation of a company, the liquidation expenses ranked ahead of unsecured debts and floating chargees' claims. Re Leyland Daf reversed this position so that liquidation expenses could no longer be recouped out of assets subject to a floating charge. However, section 176ZA of the Insolvency Act, which came into force on 6 April 2008, effectively reversed by statute the House of Lords' decision in Re Leyland Daf. As a result, it is now the case that the costs and expenses of a liquidation will be payable out of floating charge assets in priority to the claims of the floating charge-holder. In respect of certain litigation expenses of the Insolvency Official only, this is subject to the approval of the amount of such expenses by the floating charge-holder (or, in certain circumstances, the court) pursuant to rules 4.218A to 4.218E of the Insolvency Rules 1986. In general, the reversal of Leyland Daf applies in respect of all liquidations commenced on or after 6 April 2008.

Therefore, floating charge realisations upon the enforcement of the floating charge security to be granted by the Issuer would be reduced by the amount of all, or a significant proportion of, any liquidation expenses.

47. Disclaimer

Under section 178 of the Insolvency Act, a liquidator may disclaim any onerous property notwithstanding that he has taken possession of it, endeavoured to sell it or otherwise exercised rights of ownership in relation to it. For the purposes of section 178 of the Insolvency Act "**onerous property**" means any unprofitable contract and any other property of the company which is unsaleable or not readily saleable or is such that it may give rise to a liability to pay money or perform any other onerous act. Any agreement which may, by its performance by a company, prejudice the liquidator's obligation to realise that company's property and pay a dividend to creditors within a reasonable period of time could, prima facie, constitute onerous property of such company. It is therefore possible that an Insolvency Official of DLL may seek to disclaim the Underlying Agreements which DLL has entered into. If an Insolvency Official sought to disclaim certain Underlying Agreements then the Issuer's income from the Portfolio may be affected thereby impairing its ability to make payments under the Notes.

Where a liquidator of DLL were to disclaim an Underlying Agreement as onerous property, such a disclaimer would only operate so far as is necessary for the purpose of releasing DLL from any liability. Any such disclaimer would therefore not affect the rights or liabilities of any other person (including the rights of the Obligors to retain possession under the Underlying Agreements and the rights of Issuer to receive payments of the rental or other payment from Obligors) in each case on the basis that these claims have already vested. Notwithstanding this, in order to mitigate against the risks outlined above, a Back-Up Servicer is to be appointed following a Servicer Termination Event to co-ordinate the performance of the Underlying Agreements once DLL's appointment as Servicer has terminated and the Back-Up Servicer has assumed responsibility for servicing the Purchased Receivables in its place.

To help further mitigate against this risk, the Receivables Purchase Agreement will also include liquidated damages provisions so that where the Insolvency Official disclaims a contract then DLL would have to pay damages to the Issuer in an amount equal to all amounts the Issuer would expect to receive under the Underlying Agreements. Such damages claim would, however, be an unsecured claim against DLL. It would also be likely that the Obligors would seek damages for default by DLL under the Underlying Agreements following any disclaimer of the contracts. Furthermore, although no assurances can be given that a court would grant a vesting order, where an Insolvency Official sought to disclaim it may be possible for the Issuer to seek a vesting order from the court such that the disclaimed property is vested in it. However, this may have an adverse impact on the Issuer's securitisation company status for UK corporation tax purposes.

48. Reliance on warranties

If the Portfolio should partially or totally fail to conform at the Cut-Off Date or the Closing Date, as applicable, to the Receivable Warranties given by the Seller in the Receivables Purchase Agreement and such failure has a Receivable Material Adverse Effect in relation to the Purchased Receivables, the Seller shall have 20 Business Days after the date that the Seller became aware or was notified of such failure to cure in all material respects or correct such failure. Any such breach or failure will not be deemed to have a Receivable Material Adverse Effect if such failure does not affect the ability of the Issuer to receive and retain timely payment in full of such Purchased Receivable. If the Seller does not cure or correct such failure prior to such time, then the Seller is required to repurchase the Purchased Receivable affected by such failure on the Payment Date following the expiration of such period at a price equal to the Principal Balance of such Purchased Receivable (as at the Calculation Date immediately

preceding the date on which such Purchased Receivable is due to be repurchased), together with any amounts due but unpaid under the Underlying Agreement (other than Excluded Amounts) and all reasonable costs and expenses of the Issuer incurred in connection with such repurchase.

If a breach of the Receivable Warranties or any of them (including the Eligibility Criteria) occurs by reason of a Purchased Receivable or the related Underlying Agreement (or part thereof) being determined illegal, invalid, non-binding or unenforceable under the FSMA, the CCA or any other applicable UK consumer protection legislation, or subject to a right to cancel or a right to withdraw under the CCA or any other applicable UK consumer protection legislation, the Seller shall either: (i) repurchase the relevant Purchased Receivable in accordance with the Receivables Purchase Agreement; or (ii) on or before the Payment Date immediately following the Seller becoming aware of such determination, pay an amount, calculated by the Servicer in accordance with the Servicing Agreement, required to compensate the Issuer for any loss suffered by the Issuer as a result of such breach.

If a Purchased Receivable has never existed, or has ceased to exist, such that it is not outstanding on the date on which it is otherwise due to be repurchased pursuant to the Receivables Purchase Agreement, the Seller is not obliged to repurchase the Issuer's rights, title, interest and benefit in, to and under such Purchased Receivable but shall instead indemnify the Issuer and the Issuer Security Trustee against any loss and all liabilities suffered by reason of any warranty or representation relating to or otherwise affecting such Purchased Receivable being untrue or incorrect by reference to the facts subsisting as at the date on which the relevant warranty or representation was given, provided that the amount of such indemnity shall not exceed the Repurchase Price which would have applied to such Purchased Receivable had the Purchased Receivable existed on the relevant repurchase date and complied with each of the Receivables Warranties in relation to such Purchased Receivable as at the Cut-Off Date. Payments in respect of such indemnity shall be made by the Seller on the date occurring not later than the next following Payment Date immediately after the Seller has become aware of the relevant breach.

The Issuer's rights under these provisions are, however, not secured and the Noteholders bear the risk deriving from this fact.

49. Conflicts of interest

DLL, the Joint Lead Managers, the Note Purchaser, the Joint Arrangers, the Note Trustee, the Issuer Trustee, the Principal Paying Agent, the Account Bank, the Swap Counterparty and the Corporate Services Provider are acting in a number of capacities in connection with the transaction. These parties will have only those duties and responsibilities expressly agreed to by them in the relevant Transaction Document and will not, by virtue of their or any of their affiliates acting in any other capacity, be deemed to have any other duties or responsibilities or be deemed to be held to a standard of care other than as expressly provided with respect to each agreement to which they are a party. The aforementioned parties in their various capacities in connection with the transaction may enter into business dealings from which they may derive revenues and profits without any duty to account therefor in connection with the transaction.

DLL in particular may hold and/or service claims against the Obligors other than the Portfolio. The interests or obligations of the aforementioned parties in their respective capacities with respect to such other claims may in certain aspects conflict with the interests of the Noteholders.

Any of the Joint Arrangers or the Joint Lead Managers may act under various capacities in this transaction and may (directly or indirectly) purchase Notes and, in this case may trade or exercise voting rights in respect of the Notes held by the relevant entity in a manner that may not be aligned with the interests of the other Noteholders.

The aforementioned parties (and their affiliates) may engage or may have been engaged in commercial relationships and provide certain services to the Seller, the DLL Group and/or the Obligors and other parties, such as, in particular, acting as lender and providing general banking, investment and other financial services. In such relationships the aforementioned parties are not obliged to take into account the interests of the Noteholders. Accordingly, because of these relationships, potential conflicts of interest may arise out of the transaction.

50. Basel Capital Accord and regulatory capital requirements

In Europe, the U.S. and elsewhere there is increased political and regulatory scrutiny of the asset-backed securities industry. This has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which may have an adverse impact on the regulatory position for certain investors in securitisation exposures and/or on the incentives for certain investors to hold asset-backed securities, and may thereby affect the liquidity of such securities. Investors in the Notes are responsible for analysing their own regulatory position and none of the Issuer, the Joint Lead Managers, the Joint Arrangers or the Originator makes any representation to any prospective investor or purchaser of the Notes regarding the regulatory treatment of their investment on the Closing Date or at any time in the future.

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

The Basel Committee has subsequently approved significant changes and extensions to the Basel II framework (such changes and extensions being commonly referred to as "**Basel III**"), including new capital and liquidity requirements intended to reinforce capital standards and to establish minimum liquidity standards for credit institutions. In particular, the changes refer to, amongst other things, new requirements for the capital base (including an increase in the minimum Tier 1 capital requirement), measures to strengthen the capital requirements for counterparty credit exposures arising from certain transactions and the introduction of a leverage ratio as well as short-term and longer-term standards for funding liquidity (the latter being referred to as the "**Liquidity Coverage Ratio**" and the "**Net Stable Funding Ratio**", respectively). The European Union authorities have now incorporated the Basel III framework into EU law, primarily through Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC (Capital Requirements Directive - "**CRD**") and the Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (Capital Requirements Regulation - "**CRR**") known as the "**CRD IV Package**", which generally entered into application in the EU on 1 January 2014. It should be noted that, whilst the provisions of the CRD were required to be incorporated into the domestic law of each EU member state, the CRR has direct effect, and does not need to be implemented into the relevant national law.

Additionally, in accordance with Article 460 of the CRR, on 17 January 2015, the Commission Delegated Regulation (EU) 2015/61 of 10 October 2014 to supplement Regulation (EU) No 575/2013 of the European Parliament and the Council with regard to liquidity coverage requirement for Credit Institutions (the "**LCR Regulation**") was published in the Official Journal of the European Union; this subsequently entered into application on 1 October 2015. The LCR Regulation sets out assumed asset inflow and outflow rates to better reflect actual experience in times of stress. Further, it sets out the EU application of the Liquidity Coverage Ratio, and defines specific criteria for assets to qualify as "high quality liquid assets", the market

value of which shall be used by credit institutions for the purposes of calculating their relevant Liquidity Coverage Ratio. As the LCR Regulation is relatively new, and given the lack of EU-level guidance on the interpretation of the LCR Regulation, no assurance can be given as to whether the Notes qualify as high quality liquid assets in each participating country and the Issuer makes no representation as to whether such criteria are met by the Notes. It should also be noted that, although the Liquidity Coverage Ratio entered into general application with the remainder of the LCR Regulation on 1 October 2015, under certain transitional provisions the minimum liquidity coverage requirement was only initially 60%, before rising in stages to reach 100% on 1 January 2018. The Net Stable Funding Ratio was also expected to enter into general application in January 2018; however, this has not yet occurred and is now likely to form part of CRR II, as referred to below.

On 13 July 2018 the European Commission adopted revisions to Delegated Regulation (EU) 2015/61 for the Liquidity Cover Ratio. The adopted revisions were published in the Official Journal of the European Union on 30 October 2018 and came into force on 19 November 2018. The adopted revisions will apply from 30 April 2020. Under the adopted revisions certain securitisations which would currently be eligible as high quality liquid assets for the purposes of Liquidity Coverage Ratio would likely cease to be so eligible following the application date of the revised delegated regulations unless they are at such time classified as simple, transparent and standardised (STS) securitisations. While efforts have been made to structure the Transaction to comply with the requirements for simple, transparent and standardised securitisations transactions as set out in Articles 20, 21 and 22 of the Securitisation Regulation, there can be no assurance that the Transaction will be classified STS and there is no obligation on the Seller or the Issuer to take any steps to achieve or maintain any such classification. If the Notes are not STS as at the application date of the revised delegated regulations, they will not be eligible as high quality liquid assets for the purposes of Liquidity Cover Ratio from such date.

The changes under CRD IV and Basel III as described above may have an impact on the capital requirements in respect of the Notes and/or on incentives to hold the Notes for investors that are subject to requirements that follow the relevant framework and, as a result, may affect the liquidity and/or value of the Notes.

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

Investors who are subject to prudential requirements under any other regulations (such as the Solvency II Regulation, as defined below) should consult their own advisers as regards the regulatory capital requirements applicable to the Notes and as regards the consequences to and effect on them of holding any of the Notes.

As at the date of this Prospectus, there can be no assurance as to the regulatory consequences (including in respect of the regulations described in this risk factor) of the UK leaving the European Union as a result of the UK Referendum. See "*Risk Factors –Political Uncertainty*" below.

51. EU risk retention, due diligence and transparency requirements

Background

Investors to which the Securitisation Regulation is applicable should make themselves aware of the risk retention, transparency and due diligence requirements in Europe (the "**EU Risk Retention, Due Diligence and Transparency Requirements**") set out in Regulation (EU)

2017/2042 (the "**Securitisation Regulation**") (and of any corresponding implementing rules of their regulator), in addition to any other regulatory requirements that are (or may become) applicable to them and/or with respect to their investment in the Notes. Each investor should consult with its own legal, accounting, regulatory and other advisors and/or its regulator before committing to acquire any Notes to determine whether, and to what extent, the information set out in this Prospectus and in any investor report provided in relation to the Transaction is sufficient for the purpose of satisfying such requirements.

None of the Issuer, the Seller, the Servicer, the Joint Lead Managers, the Joint Arrangers, the Note Trustee and the Issuer Security Trustee, their respective Affiliates or any other person makes any representation, warranty or guarantee that any such information is sufficient for such purposes or any other purpose or that the structure of the Notes and the transactions described herein are compliant with the EU Risk Retention, Due Diligence and Transparency Requirements or any other applicable legal regulatory or other requirements. No such person shall have any liability to any prospective investor with respect to any deficiency in such information or any failure of the transactions contemplated hereby to comply with or otherwise satisfy such requirements.

Due-diligence Requirements for Institutional Investors

The EU Retention, Due Diligence and Transparency Requirements contain due diligence requirements that apply to certain types of "institutional investor" as defined in the Securitisation Regulation ("**Institutional Investors**"). Such Institutional Investors include institutions for occupational retirement provision, credit institutions, alternative investment fund managers that manage and/or market alternative investment funds in the EU, investment firms as defined in the CRR, insurance and reinsurance undertakings, and management companies of UCITS funds (or internally managed UCITS).

These requirements restrict such Institutional Investors from investing in securitisations unless such investors have verified (among other things) that: (i) the originator, sponsor or original lender will retain, on an ongoing basis, a material net economic interest of not less than five per cent. in the securitisation in accordance with the Securitisation Regulation and the risk retention is disclosed to the institutional investor; (ii) the originator, sponsor or securitisation special purpose entity ("**SSPE**") has, where applicable, made available the information required by Article 7 of the Securitisation Regulation (as to which see the transparency requirements set out below) in accordance with the frequency and modalities provided for in that Article and (iii) where the originator or original lender is established in the EU, and is not a credit institution or an investment firm as defined in the CRR, the originator or original lender grants all the credits giving rise to the underlying exposures on the basis of sound and well-defined criteria and clearly established processes for approving, amending, renewing and financing those credits and has effective systems in place to apply those criteria and processes in accordance with Article 9(1) of the Securitisation Regulation.

Pursuant to Article 14 of the CRR consolidated subsidiaries of credit institutions and investment firms subject to the CRR may also be subject to these requirements.

Failure to comply with one or more of the requirements may result in various penalties including, in the case of those Institutional Investors subject to regulatory capital requirements, the imposition of a punitive capital charge in respect of the Notes acquired by the relevant investor.

Risk Retention Obligation

With respect to the commitment of the Seller to retain a material net economic interest with respect to the Transaction, following the issuance of the Notes, the Seller will, for the life of the Transaction, retain such net economic interest by holding an interest in the Class B Note as required by Article 6(3)(d) of the Securitisation Regulation, such interest will be comprised of the sum of the amounts deducted from the Purchase Price, being the amounts required for overcollateralisation purposes and being equivalent to no less than 5 per cent. of the nominal value of the securitised exposures and, pursuant to Article 43(7) of the Securitisation Regulation, until regulatory technical standards are adopted by the Commission pursuant to Article 6(7) of the Securitisation Regulation, being equivalent to no less than 5 per cent. of the tranches issued by the securitisation as required by Article 8(1)(b) of Delegated Regulation (EU) 675/2014 of the European Parliament of 13 March 2014 supplementing Regulation (EU) number 575/2013.

The outstanding balance of the retained exposures may be reduced over time by, amongst other things, amortisation and allocation of losses or defaults on the underlying Purchased Receivables. The Investor Reports will also set out monthly confirmation as to the Seller continued holding of the original retained exposures.

It should be noted that there is no certainty that references to the retention obligations of the Seller in this Prospectus will constitute explicit disclosure (on the part of the Seller) or adequate due diligence (on the part of the Noteholders) for the purposes of Article 5 of the Securitisation Regulation.

Where the relevant retention requirements are not complied with in any material respect and there is negligence or omission in the fulfilment of the due diligence obligations on the part of a credit institution that is investing in the Notes, a proportionate additional risk weight of no less than 250 per cent. of the risk weight (with the total risk weight capped at 1250 per cent.) which would otherwise apply to the relevant securitisation position will be imposed on such credit institution, progressively increasing with each subsequent infringement of the due diligence provisions. Noteholders should make themselves aware of the provisions of the CRD IV Package and make their own investigation and analysis as to the impact of the CRD IV Package on any holding of Notes.

If the Seller does not comply with its obligations under Article 6 of the Securitisation Regulation, the ability of the Noteholders to sell and/or the price investors receive for, the Notes in the secondary market may be adversely affected.

Following the issuance of the Notes, relevant investors to which the Securitisation Regulation is applicable are required to independently assess and determine the sufficiency of the information described above for the purposes of complying with the CRD IV Package or Article 5 of the Securitisation Regulation and none of the Issuer, the Seller, the Joint Lead Managers nor the Joint Arrangers makes any representation that the information described above is sufficient in all circumstances for such purposes.

The European Commission has adopted technical standards to be made under the risk retention requirements. Noteholders should take their own advice and/or seek guidance from their regulator on compliance with, and the application of, the provisions of the CRD IV Package and Article 6 of the Securitisation Regulation in particular.

Transparency Requirements

The originator, sponsor and SSPE (i.e. the Issuer) of a securitisation are required to designate one of them (the "**reporting entity**") to fulfil the Securitisation Regulation's reporting

requirements in Article 7 (the "**Transparency Requirements**"). The reporting entity must make certain prescribed information available to holders of a securitisation position, to the relevant competent authorities ("**Competent Authorities**") and, upon request, to potential investors.

Under Article 7 of the Securitisation Regulation, certain Transaction Documents and the Prospectus are required to be made available before pricing. It is not possible to make final documentation available before pricing and so the Seller or the Servicer (acting on behalf of the Issuer), have made draft documentation available in substantially final form by way of a website (see https://www.loanbyloan.eu/data/programs – for access/login details please contact: DLLEU_19-1UK@Intertrustgroup.com). Such Transaction Documents in final form will be available on and after the Closing Date.

Article 7 of the Securitisation Regulation also includes ongoing reporting obligations which include quarterly portfolio level disclosure and quarterly investor reports (the "**Reports**"); any inside information relating to the securitisation that the reporting entity is obliged to make public under the Market Abuse Regulation (Regulation (EU) No 596/2014) ("**Inside Information**"); and, where applicable, information on "significant events" ("**Significant Events**").

The Reports are to be made available simultaneously on a quarterly basis and at the latest one month after each Payment Date. With respect to any period where no Payment Date occurs quarterly, the Reports are required to be made available simultaneously not less than three months after the most recent publication of the Reports, or within three months of the Closing Date. Disclosures relating to any Inside Information and Significant Events are required to be made available "without delay".

It is intended that these requirements will be satisfied by the Cash Manager, on behalf of the Issuer as the reporting entity, publishing (a) the Investor Reports on a monthly basis and (ii) any required information relating to Inside Information or Significant Events without delay (in each case, as described further in the section entitled "*Risk Retention and Transparency Requirements*").

On 22 August 2018, the European Securities and Markets Authority ("**ESMA**") published its final report on the technical standards under the Transparency Requirements containing detailed draft disclosure templates that are required to be completed with respect to the Reports and Inside Information and Significant Events (the "**Transparency RTS**"). The European Commission stated that it did not endorse these draft Transparency RTS in its letter to ESMA dated 30 November 2018. ESMA submitted revised Transparency RTS to the Commission on 31 January 2019. The Commission will now decide whether to adopt these revised Transparency RTS. The European Parliament and the Council then have a prescribed period following the Commission's adoption in which they may object to the Transparency RTS. The application date of the technical standards has not yet been specified. There remains significant uncertainty as to the scope and the application date of the reporting requirements contained in the Transparency RTS.

The transitional provisions of the Securitisation Regulation with respect to the Transparency Requirements provide that until the application of the Transparency RTS, for the purposes of the Reports, the reporting entity shall make available the information referred to in Annexes I to VIII of Delegated Regulation (EU) 2015/3 (the "**CRA3 RTS**").

On 30 November 2018, the European Banking Authority (the "**EBA**"), ESMA and the European Insurance and Occupational Pensions Authority (together, the "**European Supervisory Authorities**" or "**ESAs**") published a joint statement (the "**Joint Statement**") regarding the reporting templates to be used for the Reports (the "**Article 7 Quarterly Reporting Requirements**") in the period until the Transparency RTS apply.

The ESAs stated that they expect Competent Authorities to generally apply their supervisory powers in their day-to-day supervision and enforcement of applicable legislation in a proportionate and risk-based manner. This approach entails that the Competent Authorities can, when examining reporting entities' compliance with the disclosure requirements of the Securitisation Regulation, take into account the type and extent of information already being disclosed by reporting entities. The ESAs also noted that they expect that difficulties with compliance will be solved with the final application of the disclosure templates in the Transparency RTS. As such, the Joint Statement from the ESAs should be viewed as a temporary measure. The Joint Statement went on to state that this approach does not entail general forbearance, but a case-by-case assessment by the Competent Authorities of the degree of compliance with the Securitisation Regulation. As the Joint Statement does not "grandfather" transactions that are issued after 1 January 2019 but before the application of the disclosure templates in the Transparency RTS, such transactions, including the transaction described herein, will need to comply with the disclosure templates in the Transparency RTS once they apply. In light of the Joint Statement, the transaction described herein will initially seek to comply with subparagraphs (a) and (e) of Article 7(1) and make available the information referred to in Annexes I to VIII of the CRA3 RTS through the monthly Investor Reports (see "*Description of Certain Transaction Document – Servicing Agreement*").

Transparency Requirements – Servicer and Issuer arrangements

In relation to the Transparency Requirements: (a) the Issuer will be designated as the reporting entity; (b) the Servicer will undertake in the Servicing Agreement to provide to the Cash Manager and the Issuer any reports, data and other information required in connection with the proper performance by the Issuer, as the reporting entity, of its obligation to make available to the Noteholders, the Competent Authorities and, upon request, potential investors and firms that generally provide services to investors, the reports and information necessary to fulfil the Transparency Requirements; and (c) the Cash Manager (on behalf of the Issuer) will undertake in the Cash Management Agreement to make available such reports and information by means of a website accessible by investors, Competent Authorities and, upon request, potential investors and firms that generally provide services to investors.

Prior to the application of the disclosure templates in the Transparency RTS, the Issuer intends to fulfil the requirements contained in subparagraphs (a) and (e) of Article 7(l) through the Investor Reports (see "*Description of Certain Transaction Document – Servicing Agreement*"). Once the Transparency RTS apply, the Reports will be prepared in accordance with the requirements of the Transparency RTS. The Joint Statement is not a legally binding document and there is currently uncertainty in relation to the legal position as regards the form of quarterly reporting until the date of application of the Transparency RTS. Investors should note that it is for relevant Competent Authorities to determine whether they consider that this form of reporting satisfies the Transparency Requirements.

Whether the Servicer will be able to obtain and provide to the Issuer and the Cash Manager all of the information required to be reported in accordance with the Transparency Requirements is unclear.

Although the Issuer has undertaken to act as the reporting entity, it should be noted that the Securitisation Regulation's reporting obligations are likely to apply to both the Servicer as the originator as well as to the Issuer. Any failure by the Issuer, as the reporting entity, or by the Cash Manager (on behalf of the reporting entity), or by the Servicer, to fulfil the Transparency Requirements applicable to them or covenants relating thereto may cause the transaction to be non-compliant with the Securitisation Regulation.

Uncertainties in the scope of the requirements of the Securitisation Regulation

Aspects of the detail and effect of the Securitisation Regulation and what is, or will be, required to demonstrate compliance to Competent Authorities remain unclear. The EU authorities have published only limited binding guidance relating to the satisfaction of the requirements of the Securitisation Regulation by an institution such as the Seller. Furthermore, any relevant regulator's views with regard to the Securitisation Regulation may not be based exclusively on technical standards, guidance or other information known at this time.

If a Competent Authority determined that the transaction or an Institutional Investor's investment in such transaction did not comply or is no longer in compliance with the Securitisation Regulation, then: (i) investors may be subject to regulatory sanctions and, where relevant, be required by their regulator to set aside additional capital against their investment in the Notes or take other remedial measures in respect of their investment in the Notes; and (ii) the Seller and/or the Issuer may be subject to administrative and/or criminal sanctions. Any such sanctions levied on the Seller and/or Issuer may materially adversely affect their ability to perform their obligations under the Transaction Documents and, in the case of the Issuer, the Notes, which may have a negative impact on the price and liquidity of the Notes in the secondary market.

Any changes in the law or regulation, the interpretation or application of any law or regulation or changes in the regulatory capital treatment of the Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, may have a negative impact on the price and liquidity of the Notes in the secondary market.

No assurance can be given that the Securitisation Regulation, or the interpretation or application thereof, will not change, and, if any such change is effected, whether such change would affect the regulatory position of current or future investors in the Notes.

Relevant investors are required to independently assess and determine the sufficiency of the information described herein for the purposes of complying with any relevant requirements. None of the Joint Arrangers, the Joint Lead Managers, the Issuer, the Seller, the Servicer, the Note Trustee, the Security Trustee, the Principal Paying Agent, the Cash Manager or any other Agent, their respective Affiliates or any other Person makes any representation, warranty or guarantee that any information described herein is sufficient in all circumstances for such purposes or any other purpose or that the structure of the Notes and the transactions described herein are compliant with the Securitisation Regulation, the EU Due Diligence Requirements thereunder or any other applicable legal or regulatory or other requirements and no such person shall have any liability to any prospective investor or investor with respect to any deficiency in such information or any failure of the transactions or structure contemplated hereby to comply with or otherwise satisfy such requirements.

Furthermore, as at the date of this Prospectus, there can be no assurance as to the regulatory consequences (including in respect of the application of the Securitisation Regulation) of the UK leaving the European Union as a result of the UK Referendum. See "*Risk Factors –Political Uncertainty*" below.

52. Securitisation Regulation and simple, transparent and standardised securitisation

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

securitisations. The Securitisation Regulation applies since 1 January 2019. On 12 December 2018 EBA published its final Guidelines (the "**Guidelines**"), which provide a harmonised interpretation of the criteria for the securitisation to be eligible as simple, transparent and standardised on a cross-sectoral basis throughout the European Union. The Guidelines clarify and seek to provide a common understanding of all the simple, transparent and standardised criteria, including those related to the expertise of the originator and servicer, the underwriting standards, exposures in default and credit impaired debtors, and predominant reliance on the sale of assets. The Guidelines will apply from 15 May 2019. However, in order to support a consistent interpretation of the simple, transparent and standardise framework across the European Union, it is expected that the competent authorities and other addressees of the Guidelines, although not bound by them, will generally apply the approach set out in the Guidelines before they become applicable, as from 1 January 2019. Furthermore, EBA and ESMA have developed technical standards clarifying certain requirements under the draft regulation, including for simple, transparent and standardised securitisations and, in particular, in respect of the homogeneity requirement thereunder. The EBA Final Draft Regulatory Technical Standards in respect of the homogeneity of the underlying exposures in securitisation under Articles 20(14) and 24(21) of Regulation (EU) No 2017/2402 published on 31 July 2018 are currently with the Commission for adoption and will need to be subject to the scrutiny of the European Parliament and Council before being published in the Official Journal of the European Union. Final Regulatory Technical Standards on homogeneity ("**HRTS**") are expected to be published during the course of 2019, although the publication date, originally expected to be by 31 March 2019, is likely to be delayed. Once the HRTS are published, the Guidelines are likely to be updated to comply with the HRTS, taking into account any conflict between the current Guidelines and the HRTS.

The Transaction is expected to comply with the rules on risk retention, due diligence and disclosure set out in the Securitisation Regulation. However, given the implementation of legislation and lack of market practice and guidance from authorities, there remains a risk that prospective elements of the rules on risk retention, due diligence and disclosure may not be fully addressed by this Transaction. Moreover, as noted above, the HRTS and other regulations related to the simple, transparent and standardised framework have not yet been adopted. In view of the foregoing, while efforts have been made to structure the Transaction to comply with the requirements for simple, transparent and standardised securitisations transactions as set out in Articles 20, 21 and 22 of the Securitisation Regulation, there can be no assurance that the Transaction will comply with such requirements on the Closing Date and there is no obligation on the Seller or the Issuer to take any steps to achieve or maintain such compliance.

To ensure that this Transaction will comply with future changes or requirements of any Delegated Regulation which entered into force after the Closing Date, the Issuer and the Servicer will be entitled (but not obliged) to change the Transaction Documents as well as the Conditions, in accordance with amendment provisions in the Transaction Documents and the Conditions, to comply with such requirements.

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

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

Prospective investors should carefully consider (and, where appropriate, take independent advice) in relation to the capital charges associated with an investment in the Notes, especially during this transition period. In particular, investors should carefully consider the effects of the change (and likely increase) to the capital charges associated with an investment in the Notes for credit institutions and investment firms which took effect from 1 January 2019 or will take effect from 1 January 2020, depending on the particular exposure. These effects may include, but are not limited to, a decrease in demand for the Notes in the secondary market, which may lead to a decreased price for the Notes. It may also lead to decreased liquidity and increased volatility in the secondary market. Prospective investors are themselves responsible for monitoring and assessing changes to the EU risk retention rules and their regulatory capital requirements.

Also, in July 2016, the Basel Committee on Banking Supervision published its own standard for the regulatory capital treatment of securitisation exposures that includes the regulatory capital treatment for "simple, transparent and comparable" (STC) securitisations.

As at the date of this Prospectus, there can be no assurance as to the regulatory consequences (including in respect of the application of the Securitisation Regulation) of the UK leaving the European Union as a result of the UK Referendum. See "*Risk Factors –Political Uncertainty*" below.

53. European Market Infrastructure Regulation (EMIR) and Markets in Financial Instruments Directive (MiFID)

Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories, known as the European Market Infrastructure Regulation ("**EMIR**") came into force on 16 August 2012.

On 19 December 2012, the European Commission adopted nine of ESMA's Regulatory Technical Standards (the "**Adopted RTS**") and Implementing Technical Standards (the "**Adopted ITS**") on OTC Derivatives, CCPs and Trade Repositories (the Adopted RTS and Adopted ITS together being the "**Adopted Technical Standards**"), which included technical standards on clearing, reporting and risk mitigation (see further below). The Adopted ITS were published in the Official Journal of the European Union on 21 December 2012 and entered into force on 10 January 2013 (although certain of the provisions thereof will only take effect once the associated regulatory technical standards enter into force). The Adopted RTS were published in the Official Journal of the European Union on 23 February 2013 and entered into force on 15 March 2013. Since then, various regulatory technical standards, implementing technical standards, guidelines and standards for recognition, authorisation and supervision have been issued. In addition, from time to time, the European Securities and Markets Authority and the European Commission have issued and updated the relevant questions and answers to clarify some of the EMIR provisions and the EMIR technical standards.

EMIR introduces certain requirements in respect of OTC derivative contracts applying to financial counterparties ("**FCPs**"), such as investment firms, credit institutions and insurance companies and certain non-financial counterparties ("**Non-FCPs**"). Such requirements include, amongst other things, the mandatory clearing of certain OTC derivative contracts (the "**Clearing Obligation**") through an authorised central counterparty (a "**CCP**"), the reporting of OTC derivative contracts to a trade repository (the "**Reporting Obligation**") and certain risk mitigation requirements (including the requirement to post initial and variation margin) in relation to OTC derivative contracts which are not centrally cleared (the "**Risk Mitigation Obligations**").

The Clearing Obligation applies to FCPs and certain Non-FCPs which (along with other Non-FCPs in its "group") have positions in OTC derivative contracts exceeding specified 'clearing thresholds' (such Non-FCPs, "**NFC+s**"). Such OTC derivative contracts also need to be of a class

of derivative which has been designated by ESMA as being subject to the Clearing Obligation. As at the date of this Prospectus, ESMA has proposed certain classes of interest rate derivatives, credit derivatives and non-deliverable forwards to be subject to the Clearing Obligation. In relation to interest rate derivatives, the Delegated Regulation containing the Regulatory Technical Standards on central clearing for interest rate derivatives ("**Central Clearing RTS**"), which was published in the Official Journal of the European Union on 1 December 2015 and took effect on 21 December 2015. In relation to certain classes of interest rate derivatives denominated in Swedish krona, Polish zloty or Norwegian Krone, the Delegated Regulation containing the Regulatory Technical Standards on the central clearing for certain classes of interest rate derivatives denominated in those currencies was published in the Official Journal of the European Union on 20 July 2016 and the first clearing obligations started on 9 February 2017. On the basis that the Issuer is currently a Non-FCP whose positions, together with the positions of all other non-financial counterparties in its "group", in OTC derivatives (after the exclusion of hedging positions) do not exceed any of the specified clearing thresholds (an "**NFC**"), OTC derivative contracts that are entered into by the Issuer would not in any event be subject to the Clearing Obligation. If the Issuer's counterparty status as an NFC- changes then certain OTC derivatives contracts that are entered into by the Issuer may become subject to the Clearing Obligation.

If the Clearing Obligation did apply to the Issuer, a CCP would be used to meet the Clearing Obligation by interposing itself between the counterparties to the eligible OTC derivative contracts. For the purposes of satisfying the Clearing Obligation, EMIR requires derivative counterparties to become clearing members of a CCP, a client of a clearing member or to otherwise establish indirect clearing arrangements with a clearing member. Each derivative counterparty will be required to post both initial and variation margin to the clearing member (which in turn will itself be required to post margin to the CCP). EMIR requires CCPs to only accept highly liquid collateral with minimal credit and market risk, which is defined in the Adopted Technical Standards to include cash in certain currencies, gold and highly rated government bonds.

The Reporting Obligation applies to all types of counterparties and covers the entry into, modification or termination of cleared and non-cleared derivative contracts which were entered into: (i) before 16 August 2012 and which remain outstanding on 16 August 2012; or (ii) on or after 16 August 2012. The details of all such derivative contracts are required to be reported to a trade repository. It will therefore apply to the Swap Agreement and any replacement Swap Agreement. As permitted by EMIR, the Issuer has currently delegated its reporting of the Swap Agreement to the Swap Counterparty, who has agreed to report the details of the Swap Agreement on behalf of the Issuer as required by the Reporting Obligation. However, notwithstanding such delegation the Issuer remains responsible under EMIR for compliance with the Reporting Obligation.

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

The EU regulatory framework and legal regime relating to derivatives is set not only by EMIR but also by the Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC (as amended) and Directive 2011/61/EU ("**MiFiD II**") and Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending

Regulation (EU) No 648/2012 (("**MiFIR**" together with MiFiD II "**MiFiD II / MiFIR**") which were published in the EU Official Journal on 12 June 2014 and entered into force on 2 July 2014. MiFIR is a Level -1 regulation and requires secondary rules for full implementation of all elements. The implementing measures that supplement MiFIR will take the form of delegated acts and technical standards. On 23 April 2014 the Commission asked ESMA to produce technical advice on the necessary delegated acts. On 22 May 2014 ESMA launched its consultation process which is on-going. MiFID II / MiFIR has applied from 3 January 2018.

Amongst other requirements, MiFIR requires certain standardised derivatives between FCPs and NFC+s to be traded on exchanges and electronic platforms (the "**Trading Obligation**"). Certain interest rate and credit derivatives transactions are subject to the Trading Obligation from 3 January 2018. Further regulatory technical standards will be developed to determine which derivatives will be subject to the Trading Obligation. In this respect, it is difficult to predict the full impact of these regulatory requirements on the Issuer. However, on the basis that the Issuer is currently an NFC- it would not be subject to the Trading Obligation but the Issuer could therefore become subject to the trading obligation if its status as a NFC- changes in the future.

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

Notwithstanding the qualifications on application described above, the position of the Swap Agreement under the Clearing Obligation is not entirely clear and may be affected by further measures to be made, regulatory guidance and/or by any inability to rely on an exemption for any reason. In this regard, we note that the European authorities recently adopted a new Securitisation Regulation (see the risk factor entitled "*EU risk retention, due diligence and transparency requirements*" above) which applies from the start of 2019 and which includes, amongst other matters, amendments to EMIR. The amendments make provision for the development of technical standards further specifying an exemption from the Clearing Obligation and the Risk Mitigation Obligations for certain OTC derivatives contracts entered into by a securitisation special purpose entity in connection with certain securitisations.

In addition, the application of some of the EMIR provisions and the EMIR technical standards remains uncertain and, given that additional technical standard or amendments to the existing EMIR provisions may come into effect in due course, prospective investors should be aware that the relevant Transaction Documents may need to be amended during the course of the Transaction, without the consent of any Noteholder, to ensure that the terms thereof and the parties obligations thereunder are in compliance with EMIR and/or the then subsisting EMIR technical standards. As noted above, the Note Trustee may concur with the Issuer in making certain modifications to the Transaction Documents without any consent of the Noteholders, including those it considers necessary or advisable for the purpose of enabling the Issuer and/or the Swap Counterparty to comply with any obligation which applies to it under EMIR (see "*Risk Factors – Meetings of Noteholders, Modification and Waiver*" for more details).

Separately, it should also be noted that further changes may be made to the EMIR framework in the context of the EMIR review process, including in respect of counterparty classification. If the proposals are adopted in the form originally proposed by the European Commission, the classification of certain counterparties under EMIR would change including with respect to certain entities such as the Issuer, such that they are classified as FCPs. It is not clear when, and

in what form, the legislative proposals (and any corresponding technical standards) will be adopted and will become applicable. In addition, the compliance position under any adopted amended framework of swap transactions entered into prior to adoption is uncertain. It appears from the Council's Presidency compromise text dated 15 November 2017 that the Council does not support the proposal of the European Commission to change the classification of entities such as the Issuer under EMIR. The proposal is currently under review by the European Parliament and a vote in the European Parliament is expected to be held at the end of April 2018. As the legislative procedure has not been concluded yet, no assurances can be given that any changes made to EMIR would not cause the classification of Issuer to change and lead to some or all of the potentially adverse consequences outlined above.

Furthermore, as at the date of this Prospectus, there can be no assurance as to the regulatory consequences (including in respect of the application of EMIR) of the UK leaving the European Union as a result of the UK Referendum. See "*Risk Factors –Political Uncertainty*" below.

54. U.S. Risk Retention

The U.S. Risk Retention Rules generally require the "sponsor" of a "securitization transaction" to retain at least 5% of the "credit risk" of "securitized assets", as such terms are defined for purposes of that statute, and generally prohibit a sponsor from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the sponsor is required to retain. The U.S. Risk Retention Rules also provide for certain exemptions from the risk retention obligations that they generally impose.

The Transaction will not involve risk retention by the Seller for the purposes of the U.S. Risk Retention Rules, but rather will be made in reliance on an exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. To qualify for the exemption, non-U.S. transactions must meet certain requirements, including that: (1) the transaction is not required to be and is not registered under the Securities Act; (2) no more than 10% of the dollar value (or equivalent amount in the currency in which the securities are issued) of all classes of securities issued in the securitisation transaction are sold or transferred to U.S. persons (in each case, as defined in the U.S. Risk Retention Rules) or for the account or benefit of U.S. persons (as defined in the U.S. Risk Retention Rules and referred to in this Prospectus as "**Risk Retention U.S. Persons**"); (3) neither the sponsor nor the issuer of the securitisation transaction is organised under U.S. law or is a branch located in the United States of a non-U.S. entity; and (4) no more than 25% of the underlying collateral was acquired from a majority-owned affiliate or branch of the sponsor or issuer organised or located in the United States.

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

The definition of U.S. person in the U.S. Risk Retention Rules is excerpted below. Particular attention should be paid to clauses (b) and (h), which are different to comparable provisions from Regulation S. Under the U.S. Risk Retention Rules, and subject to limited exceptions, "U.S. person" means any of the following:

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

(b) any partnership, corporation, limited liability company, or other organisation or entity

organised or incorporated under the laws of any State or of the United States;[1]

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

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

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

(f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person (as defined under any other clause of this definition);

(g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; and

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

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

(ii) formed by a U.S. person (as defined under any other clause of this definition) principally for the purpose of investing in securities not registered under the Securities Act.[2]

Each purchaser of Notes, including beneficial interests therein, will, by its acquisition of a Note or beneficial interest therein, be deemed and, in certain circumstances (including as a condition to placing an order relating to the Notes), will be required to have made certain representations and agreements, including that it: (1) is not a Risk Retention U.S. Person (or, if it is a U.S. Risk Retention Person, it has obtained the prior consent of the Seller in the form of a U.S. Risk Retention Waiver); (2) is acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Note; and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules.

Additionally, the Seller has advised the Issuer that it will not provide a U.S. Risk Retention Waiver to any investor if such investor's purchase would result in more than 10 per cent. of the dollar value (or equivalent amount in the currency in which the securities are issued) (as determined by the fair value under US GAAP) of all Classes of Notes to be sold or transferred to Risk Retention U.S. Persons on the Closing Date.

Notwithstanding the foregoing, there can be no assurance that the exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions will be available. Failure of the offering of the Notes to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) could give rise to regulatory action which may adversely affect the Notes. Furthermore, the impact of the U.S. Risk Retention Rules on the securitisation market generally is uncertain, and a failure by a transaction to comply with risk retention requirements of the U.S. Risk Retention Rules could negatively affect the market value and secondary market liquidity of the Notes.

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

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

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

55. Restrictions on transfer

The Notes have not been, and will not be, registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States. The offering of the Notes will be made pursuant to exemptions from the registration provisions of the Securities Act and from state securities laws. No person is obliged or intends to register the Notes under the Securities Act or any state securities laws. Accordingly, offers and sales of the Notes are subject to the restrictions described under "*Subscription and Sale*".

56. Responsibility of prospective investors

The purchase of Notes is only suitable for investors that have adequate knowledge and experience in such structured investments and have the necessary background and resources to evaluate all risks related with the investment, that are able to bear the risk of loss of their investment (up to a total loss of the investment) without the necessity to liquidate the investment in the meantime and that are able to assess the tax aspects of such investment independently.

Furthermore, each potential investor should on the basis of its own and independent investigation and help of its professional advisers (the consultation of which the investor may deem necessary) be able to assess if the investment in the Notes is in compliance with its financial requirements, targets and situation (or if it is acquiring the Notes in a fiduciary capacity, the beneficiary's), is in compliance with its principles for investments, guidelines or restrictions (regardless of whether it acquires the Notes for itself or as a security trustee) and is an appropriate investment for the purchaser (or for any beneficiary if acting as a trustee), notwithstanding the risks of such investment.

57. Political Uncertainty

On 23 June 2016, the UK held a referendum with respect to its continued membership of the EU (the "**Referendum**"). The result of the Referendum was a vote in favour of leaving the EU. This result did not have any legal effect on the UK's membership of the EU. On 29 March 2017 the UK gave formal notice under Article 50 of the Treaty on European Union ("**Article 50**") of its intention to leave the EU. This triggered the formal two-year period for withdrawal during which the UK is negotiating with the EU the terms of its withdrawal and of its future relationship with the EU (the "**Article 50 Withdrawal Agreement**"). If the parties fail to reach an agreement within this time frame, all EU treaties cease to apply to the UK, unless the European Council, in agreement with the UK, unanimously decides to extend this period. As part of those negotiations, on 14 November 2018 a form of withdrawal agreement was agreed between the European Commission and the UK's negotiators (the "**November 2018 Article 50 Withdrawal Agreement**"). The November 2018 Article 50 Withdrawal Agreement includes a transitional period which would extend the application of EU law and provide for continuing access to the EU single market, until the end of 2020. The November 2018 Article 50 Withdrawal Agreement was rejected by the UK Parliament on 15 January 2019. On 29 January 2019 the UK Parliament voted to renegotiate part of the November 2018 Article 50 Withdrawal Agreement. It remains uncertain whether an Article 50 Withdrawal Agreement will be finalised and ratified by the UK and the EU ahead of the 29 March 2019 deadline. Absent such extension and subject to the terms of any Article 50 Withdrawal Agreement, the UK will withdraw from the EU no later than 29 March 2019.

Whilst continuing to negotiate the Article 50 Withdrawal Agreement, the UK Government has commenced preparations for a "hard" Brexit or "no-deal" Brexit to minimise the risks for firms and businesses associated with an exit with no transitional agreement. This has included publishing draft secondary legislation under powers provided in the EU (Withdrawal) Act 2018 to ensure that the UK has a functioning statute book on 30 March 2019. The European authorities have not provided UK firms and businesses with similar assurances in preparation for a 'hard' Brexit. Due to the on-going political uncertainty as regards the terms of the UK's withdrawal from the EU and the structure of the future relationship, the precise impact on the business of the Issuer and the Transaction Parties is difficult to determine.

It is possible that the UK will leave the EU without any agreement on the terms of its withdrawal and/or an agreement on the terms of the future trading relationship between the UK and the EU. In such circumstances, it is possible that a high degree of political, legal, economic and other uncertainty may result.

Applicability of EU law in the UK

It is at present unclear what type of relationship between the UK and the EU will be established, or at what date (whether by the time when, or after, the UK ceases to be a member of the EU), or what would be the content of such a relationship. It is possible that a new relationship would preserve the applicability of certain EU rules (or equivalent rules) in the UK, at least for a period. At this time it is not possible to state with any certainty to what extent that might be so.

Upon any withdrawal from the EU by the UK, and subject to agreement on (and the terms of) any future EU-UK relationship, EU laws (other than those EU laws already transposed into English law (see below)) will cease to apply within the UK pursuant to the terms and timing of a future withdrawal agreement. This would be achieved by the UK ceasing to be party to the EU Treaties, and by the parallel repeal of the European Communities Act 1972. The UK will cease to be a member of the EU from the date of entry into force of a withdrawal agreement or, if a withdrawal agreement has not been concluded, 2 years after the notification under Article 50 was served (such date being 29 March 2017), unless the European Council, in agreement with the UK, unanimously decides to extend this period. At this time it is not possible to state with any certainty what might be the terms and effective date of any withdrawal agreement. Until such date, or the expiration of the 2-year period on 29 March 2019 (subject to any agreed extension of that period), EU law will remain in force in the UK.

Upon any withdrawal from the EU by the UK, and subject to agreement on (and the terms of) any future UK-EU relationship, EU law will cease to apply in the UK. However, many EU laws, such as EU Directives, have already been transposed into domestic laws applicable in the UK and these transposed laws will continue to apply until such time that they are repealed, replaced or amended. EU laws that are currently directly applicable in the UK, such as EU Regulations, will be transposed into domestic law at the point of the UK's exit from the EU by way of the European Union (Withdrawal) Act 2018.

Over the years, domestic laws applicable in the UK have been devised to function in conjunction with EU law (in particular, laws relating to financial markets, financial services, prudential and conduct regulation of financial institutions, financial collateral, settlement finality and market infrastructure). Further, some directly applicable EU laws will not function adequately if they are transposed into UK law without amendment. There will therefore need to be amendments to domestic laws to ensure they are fit for purpose after the UK leaves the EU. The European Union (Withdrawal) Act 2018 makes provision for such amendments to be made by way of secondary legislation in certain instances.

Depending on the terms of the UK's exit from the EU, substantial amendments to domestic laws applicable in the UK may occur. Consequently, domestic laws applicable in the UK may change and it is impossible at this time to predict the consequences on the Portfolio or the Issuer's business, financial condition, results of operations or prospects. Such changes could be materially detrimental to Noteholders.

Market Risk

While the longer term effects of the Referendum and the UK's exit strategy are difficult to predict, these may include further financial instability and slower economic growth as well as higher unemployment and inflation, in the UK, continental Europe and the global economy, at least in the short to medium term. For instance, the UK could lose access to the single EU market and to the global trade deals negotiated by the EU on behalf of its members and this could affect the attractiveness of the UK as a global investment centre and, as a result, could have a detrimental impact on UK economic growth and/or interest rates set by the Bank of England.

Exposure to Counterparties

The Issuer will be exposed to a number of counterparties throughout the life of the Notes. Investors should note that if the UK does leave the EU, such counterparties may be unable to perform their obligations due to changes in regulation, including the loss of, or changes to, existing regulatory rights to do cross-border business in the EU or the costs of such transactions with such counterparties may increase.

Ratings actions

Following the result of the Referendum, S&P Global and Fitch have each downgraded the UK's sovereign credit rating and each of S&P Global, Fitch and Moody's has placed such rating on negative outlook, suggesting possible further negative rating action.

The credit rating of a country affects the ratings of entities operating in its territory, and in particular the ratings of financial institutions. Accordingly, the recent downgrades of the UK's sovereign credit rating and any further downgrade action may trigger downgrades in respect of the Transaction Parties. If a counterparty no longer satisfies the relevant rating requirement, the Transaction Documents may require that such counterparty be replaced with an entity that satisfies the relevant rating requirement. If rating downgrades are widespread, it may become difficult or impossible to replace counterparties with entities that satisfy the relevant rating requirements.

While the extent and impact of these issues are unknown, investors should be aware that they could have an adverse impact on the Issuer, its service providers, the payment of interest and repayment of principal on the Notes and therefore, the Noteholders.

58. No gross-up for taxes

Should any withholding or deduction for or on account of any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by any government or state with authority to tax or any political subdivision or any authority thereof or therein having power to tax be required to be made from any payment in respect of the Notes (as to which, in relation to the United Kingdom, see "*United Kingdom Taxation*" below), neither the Issuer, the Note Trustee, the Issuer Security Trustee nor any Paying Agent will be obliged to make any additional payments to Noteholders to compensate them for the reduction in the amounts that they will receive as a result of such withholding or deduction.

59. Change of Law

The transactions described in this Prospectus (including the issue of the Notes) and the ratings which are to be assigned to the Notes are based on the relevant law and administrative practice in effect as at the date hereof and having regard to the expected tax treatment of all relevant entities under such law and practice. No assurance can be given as to the impact of any possible change to the law (including any change in regulation which may occur without a change in primary legislation), administrative practice or tax treatment after the date of this document or can any assurance be given as to whether any such change would adversely affect the ability of the Issuer to make payments under the Notes. In addition, it should be noted that regulatory requirements (including any applicable retention, due diligence or disclosure obligations) may be recast or amended and there can be no assurance that any such changes will not adversely affect the compliance position of a transaction described in this Prospectus or of any party under any applicable law or regulation.

60. UK Taxation position of the Issuer

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

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

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

61. U.S. Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("**foreign pass-thru payments**") to persons that fail to meet certain certification, reporting or related requirements. The Issuer may be a foreign financial institution for these purposes.

A number of jurisdictions (including the United Kingdom) have entered into, or agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of the IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes.

Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to 1 January 2019 and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six

months after the date on which final regulations defining "foreign pass-thru payments" are filed with the U.S. Federal Register generally would be "grandfathered" for the purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the Issuer). In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

Prospective holders of the Notes should consult their own tax advisors with respect to the FATCA rules and the application of FATCA to such holder in light of such holder's individual circumstances.

62. EU financial transaction tax

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

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

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

However, the FTT proposal remains subject to negotiation between participating member states. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU member states may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

As at the date of this Prospectus, there can be no assurance as to the regulatory consequences (including in respect of the FTT) of the UK leaving the European Union as a result of the UK Referendum. See "*Risk Factors –Political Uncertainty*" above.

63. Projections, Forecasts, Estimates and Statistical Information

Certain matters contained in this Prospectus 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 Portfolio, and reflect significant assumptions and subjective judgements by the Issuer that may not prove to be correct. Such statements may be identified by reference to a future period or periods and the use of forward-looking terminology such as "may", "will", "could", "believes", "expects", "anticipates", "continues", "intends", "plans" or similar terms. In particular, estimates (including without limitation estimates of the weighted average life of the Notes), together with any projections and forecasts provided to prospective purchasers of the Notes, are forward-looking statements. Projections are necessarily speculative in nature, and it should be expected that some or all of the assumptions underlying the projections will not materialise or will vary significantly from actual results. Accordingly, actual results will vary from the estimates, projections and forecasts, and such variations may be material. Some important factors that could cause actual results to differ materially from those in any forward-looking statements include changes in default, delinquency and recovery rates, and market, financial or legal uncertainties. None of the Issuer, the Joint Arrangers, the Joint Lead Managers or any other Transaction Party to this transaction or any of their respective Affiliates has any obligation to update or otherwise revise any projections, forecasts or estimates, including any revisions to reflect changes in economic conditions or other circumstances arising after the date of this Prospectus or to reflect the occurrence of unanticipated events.

64. Effects of the Volcker Rule on the Issuer

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

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

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

There is limited interpretive guidance regarding the Volcker Rule, and its implementing regulations. The Volcker Rule's prohibitions and lack of interpretive guidance could negatively impact the liquidity and value of the Notes. Each investor must determine for itself whether it is a "banking entity" subject to regulation under the Volcker Rule and should consult its own legal advisors and consider the potential impact of the Volcker Rule in respect of a prospective investment in the Notes. None of the Issuer, the Joint Arrangers, the Joint Lead Managers or the Note Trustee makes any representation regarding: (i) the status of the Issuer under the Volcker

Rule or (ii) the ability of any purchaser to acquire or hold the Notes, now or at any time in the future.

TRANSACTION OVERVIEW

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

TRANSACTION PARTIES ON THE CLOSING DATE

Party	Name	Address	Document under which appointed/Further Information
Issuer and Purchaser	DLL UK Equipment Finance 2019-1 plc	35 Great St. Helen's, London, United Kingdom, EC3A 6AP	N/A
Holdings	DLL UK Equipment Finance Holdings Limited	35 Great St. Helen's, London, United Kingdom, EC3A 6AP	N/A
Seller	De Lage Landen Leasing Limited	Building 7 Croxley Park Watford, Hertfordshire WD18 8YN United Kingdom	N/A
Originator	De Lage Landen Leasing Limited	Building 7 Croxley Park Watford, Hertfordshire WD18 8YN United Kingdom	N/A
Servicer	De Lage Landen Leasing Limited	Building 7 Croxley Park Watford, Hertfordshire WD18 8YN United Kingdom	Servicing Agreement by the Issuer. See the section entitled "*Description of Certain Transaction Documents – Servicing Agreement*" for more information.
Cash Manager	Intertrust Administrative Services B.V.	Prins Bernhardplein 200, 1097 JB Amsterdam	Cash Management Agreement by the Issuer. See the section entitled "*Description of Certain Transaction Documents – Cash Management Agreement*" for more information.
Subordinated Loan Provider	De Lage Landen Leasing Limited	Building 7 Croxley Park Watford, Hertfordshire WD18 8YN United Kingdom	Subordinated Loan Agreement by the Issuer. See the section entitled "*Description of Certain Transaction Documents –*

Party	Name	Address	Document under which appointed/Further Information
			Subordinated Loan Agreement" for more information.
Swap Counterparty	De Lage Landen Leasing Limited	Building 7 Croxley Park Watford, Hertfordshire WD18 8YN United Kingdom	Swap Agreement by the Issuer. See the section entitled "*Description of Certain Transaction Documents – Swap Agreement*" for more information.
Back-Up Swap Counterparty	Coöperatieve Rabobank U.A.	Croeselaan 18, 3251 CB Utrecht, the Netherlands	Conditional Deed of Novation by the Issuer. See the section entitled "*Description of Certain Transaction Documents – Swap Agreement*" for more information.
Account Bank	Coöperatieve Rabobank U.A., London Branch	Thames Court One Queenhithe London, United Kingdom, EC4V 3RL	Bank Account Agreement by the Issuer. See the section entitled "*Description of Certain Transaction Documents – Bank Account Agreement*" for more information.
Note Trustee	Intertrust Trustees Limited	35 Great St. Helen's, London, United Kingdom, EC3A 6AP	Trust Deed and Issuer Deed of Charge. See the Conditions for further information.
Issuer Security Trustee	Intertrust Trustees Limited	35 Great St. Helen's, London, United Kingdom, EC3A 6AP	Issuer Deed of Charge. See the section entitled "*Description of Certain Transaction Documents – Issuer Deed of Charge*" for more information.
Principal Paying Agent	Deutsche Bank AG, London Branch	Winchester House, 1 Great Winchester Street, London, EC2N 2DB	Agency Agreement by the Issuer. See the section entitled "*Description of Certain Transaction Documents – Agency Agreement*" for more

Party	Name	Address	Document under which appointed/Further Information
			information.
Registrar	Deutsche Bank Luxembourg S.A.	2 Boulevard Konrad Adenauer, L-1115 Luxembourg, Luxembourg	Agency Agreement by the Issuer. See the section entitled "*Description of Certain Transaction Documents – Agency Agreement*" for more information.
Reference Agent	Deutsche Bank AG, London Branch	Winchester House, 1 Great Winchester Street, London, EC2N 2DB	Agency Agreement by the Issuer. See the section entitled "*Description of Certain Transaction Documents – Agency Agreement*" for more information.
Corporate Services Provider	Intertrust Management Limited	35 Great St. Helen's, London, United Kingdom, EC3A 6AP	Corporate Services Agreement by the Issuer and Holdings. See the section entitled "*Issuer*", "*Holdings*" and "*Corporate Administration*" for further information.
Joint Arrangers and Joint Lead Managers	Merrill Lynch International	2 King Edward Street, London EC1A 1HQ, United Kingdom	Subscription Agreement.
	Coöperatieve Rabobank U.A.	Croeselaan 18, 3251 CB Utrecht, the Netherlands	Subscription Agreement.
Class B Note Purchaser	De Lage Landen Leasing Limited	Building 7 Croxley Park Watford, Hertfordshire WD18 8YN United Kingdom	Subscription Agreement
Listing Agent	Arthur Cox Listing Services Limited	Earlsfort Centre, Ten Earlsfort Terrace, Dublin 2, Ireland	N/A

THE PORTFOLIO

Please refer to the sections entitled "*Characteristics of the Portfolio*", "*Overview of the UK Asset Finance Market*" and "*Description of Certain Transaction Documents*" for further detail in respect of the characteristics of the Portfolio and the sale and the servicing arrangements in respect of the Portfolio.

Sale of Portfolio:

On the Closing Date, the Seller will sell to the Issuer a portfolio of Receivables which meet the Eligibility Criteria, together with the related Ancillary Rights, pursuant to the terms of the Receivables Purchase Agreement.

The Receivables comprise claims against Obligors located in England, Wales, Scotland and Northern Ireland in respect of payments due under Lease Agreements, Contract Hire Agreement and Hire Purchase Agreements (the "**Underlying Agreements**") each of which is entered into by the Obligor to finance the supply of business purpose Equipment.

The Underlying Agreements are governed by the laws of England and Wales.

The Ancillary Rights in relation to each Purchased Receivable include, as the context requires:

(a) the right to demand, sue for, recover, receive and give receipts for all amounts due (whether from the relevant Obligor, any guarantor in respect thereof or otherwise) under, relating to or in connection with the Underlying Agreement from which such Purchased Receivable derives (including any Enforcement Recoveries received by the Seller or its agents);

(b) the benefit of all covenants and undertakings from the relevant Obligor and from any guarantor under, relating to or in connection with the Underlying Agreement from which such Purchased Receivable derives (including, without limitation, the proceeds of the liquidation of an Obligor's property following that Obligor's default under the relevant Underlying Agreement);

(c) the benefit of all causes of action against the relevant Obligor under, relating to or in connection with, the Underlying Agreement from which such Purchased Receivable derives;

(d) the proceeds of any and all insurance claims received by the Seller in respect of Equipment;

(e) the proceeds of any payment plan arrangement entered into with an Obligor on behalf of the Issuer by the Servicer;

(f) in respect of Defaulted Receivables: (i) the Underlying Agreement Equipment Realisation Proceeds following repossession or return of such Equipment; and (ii) the proceeds of re-leasing Equipment following repossession thereof by the Seller (to the extent such Equipment is not sold and limited to the outstanding exposure of the Defaulted Receivable); and

(g) the benefit of any other rights, title, interests, powers or benefits of the Seller in relation to the Underlying Agreement from which such Purchased Receivable derives,

provided that:

(i) the term "Ancillary Rights" shall not include Excluded Rights; and

(ii) to the extent the amount realised from any such Ancillary Right exceeds the amount payable pursuant to the relevant Purchased Receivable, such excess amount shall constitute an Excluded Amount.

For the purpose of the definition of Ancillary Rights, references to "**guarantees**" shall be deemed to include all other indemnities, security, collateral or other documents, agreements or arrangements whatsoever whereby any person (including, but without limitation, any Obligor) agrees to make any payment to the Seller in respect of that Obligor's obligations under the relevant Underlying Agreement or to provide any security therefor and "**guarantors**" shall be construed accordingly.

Ancillary Rights will not include Excluded Rights including, without limitation, any rights in respect of Secondary Rental Payments, legal title to the Equipment, sums representing insurance premiums, support or maintenance charges which are collected on behalf of third parties, VAT and Sundry Servicer Fees. The Principal Balance of each Receivable does not include the VAT Component relating to such Receivable and such amount shall be treated as an Excluded Amount.

Legal title to the Purchased Receivables and their Ancillary Rights following sale pursuant to the Receivables Purchase Agreement will remain with the Seller until one or more Obligor Notification Events occur under the terms of the Receivables Purchase Agreement. The Seller will agree in the Receivables Purchase Agreement that it will not encumber the legal title to such Purchased Receivables.

Legal title to the relevant Equipment will remain with the Seller at all times. All Purchased Receivables will amortise in full over the life of the Underlying Agreement. Accordingly, there is no reliance on the residual value of the Equipment except to the extent (if any) that Underlying Agreement Equipment Realisation Proceeds are received if the Equipment is repossessed by the Seller following a default by an Obligor or due to an early termination of an Underlying Agreement.

All Underlying Agreements from which any Purchased Receivables derive have been approved and administered in accordance with the Seller's Credit, Collection and Recovery Procedures and entered into on the terms of a pre-approved Standard Form Agreement.

Pursuant to each Standard Form Agreement, Obligors make payments on a monthly, quarterly or seasonal basis, with an initial rental amount or payment being due at the time the Standard Form Agreement is entered into or, in the case of a Seasonal Receivable, at a specified later date. The Eligibility Criteria require, amongst other things, that an initial payment must

	have been received on each Seasonal Receivable to be included in the Portfolio. Please refer to the section entitled "*Characteristics of the Portfolio*" for further information in respect of the Seller's origination process. Approximately 12.1% by Aggregate Receivables Principal Balance of the Portfolio as at the Cut-Off Date consists of Underlying Agreements which are regulated by the CCA. Please refer to the section entitled "*Risk Factors – Underlying Agreement regulated by the Financial Services and Markets Act 2000 and Consumer Credit Act 1974*" for further information in respect of such Underlying Agreements. The Issuer will use, *inter alia*, Collections in respect of the Portfolio to make payments of, among other things, principal and interest due on the Notes. See the section entitled "*Description of Certain Transaction Documents – Receivables Purchase Agreement*" for more information.
Features of Receivables:	Investors should refer to, and carefully consider, further details in respect of the Receivables set out in "*Characteristics of the Portfolio*".
Consideration:	The purchase price payable in consideration of the Receivables will be equal to, £349,714,000 (being the Aggregate Receivables Principal Balance as at the Cut-Off Date, rounded up to the nearest £1,000) and the Deferred Consideration. See the section entitled "*Description of Certain Transaction Documents – Receivables Purchase Agreement*" for more information.
Representations and Warranties:	The Seller will make certain: (a) Receivables Warranties regarding the Receivables, with reference to the facts and circumstances then subsisting as at the Cut-Off Date; and (b) Corporate Warranties on the Closing Date. See the section entitled "*Description of Certain Transaction Documents – Receivables Purchase Agreement*" for further information.
Eligibility Criteria:	The Seller will represent and warrant on the Closing Date that the Underlying Agreements and Receivables satisfy certain Eligibility Criteria as at the Cut-Off Date. See the section entitled "*Description of Certain Transaction Documents – Receivables Purchase Agreement*" for further information.
Repurchase by the Seller and other remedies:	Pursuant to the Receivables Purchase Agreement, the Seller will be required to repurchase Receivables in the event of a breach of the Receivables Warranties (including the Eligibility Criteria) made by the Seller which the Servicer determines has a Receivable Material Adverse Effect in respect of the Receivables by reference to the facts and circumstances then subsisting as at the Cut-Off Date. In accordance with the Seller's Credit, Collection and Recovery Procedures, the Seller may permit certain of its Vendors to exercise a right to purchase from the Seller a Receivable and the related Underlying Agreement after the occurrence of a dispute with or default by the relevant Obligor (a "**Vendor Underlying Agreement Repurchase**"). Upon the occurrence of a Vendor

Underlying Agreement Repurchase, the Seller shall repurchase the relevant Purchased Receivable for the Repurchase Price. Unless and until the Seller has paid in full the relevant Repurchase Price for a relevant Purchased Receivable repurchased by the Seller pursuant to the preceding sentence, the Seller and Servicer have agreed that any amount of Vendor Repurchase Price received by it in connection with the relevant Vendor Underlying Agreement Repurchase belongs to the Issuer and each of them shall hold all such amounts on trust for the Issuer and shall account for all such amounts to the Issuer.

In accordance with Clause 7 (*Remedies and Repurchase*) of the Receivables Purchase Agreement, the Seller is obliged to repurchase a Receivable for the Repurchase Price calculated and paid in accordance with the Receivables Purchase Agreement where in relation to such Receivable, it has either: (A) in the case of a Regulated Underlying Agreement, been waived, altered or modified (whether or not such waiver, alteration or modification is a Permitted Variation); or (B) in the case of any Underlying Agreement, been waived, altered or modified, where such waiver, alteration or modification is not a Permitted Variation, on or prior to the Payment Date immediately following the date on which an Underlying Agreement relating to a Receivable being either: (i) in the case of a Regulated Underlying Agreement, waived, altered or modified (whether or not such waiver, alteration or modification is a Permitted Variation); or (ii) in the case of any Underlying Agreement, waived, altered or modified where such waiver, alteration or modification is not a Permitted Variation. Other than in respect of a breach of Receivables Warranties, the Seller shall have no obligation to repurchase Receivables relating to a Defaulted Receivable.

If a Purchased Receivable or the related Underlying Agreement (or part thereof) is determined to be illegal, invalid, non-binding or unenforceable under the FSMA, the CCA or any other applicable UK consumer protection legislation, , or subject to a right to cancel or a right to withdraw under the CCA or any other applicable UK consumer protection legislation, the Seller shall either: (i) repurchase the relevant Receivables in accordance with the Receivables Purchase Agreement; or (ii) on or before the Payment Date immediately following the Seller becoming aware of such determination, pay an amount, calculated by the Servicer in accordance with the Servicing Agreement, required to compensate the Issuer for any loss suffered by the Issuer as a result of such breach.

In the event of a breach of the Receivables Warranties, if a Receivable has never existed, or has ceased to exist, such that it is not outstanding on the date on which it is otherwise due to be repurchased pursuant to the Receivables Purchase Agreement, the Seller shall not be obliged to repurchase the Issuer's interest and benefit in, to and under such Receivables but shall instead indemnify the Issuer and the Issuer Security Trustee against any loss and all liabilities suffered by reason of any warranty or representation relating to or otherwise affecting such Purchased Receivables being untrue or incorrect by reference to the facts subsisting at the date on which the relevant warranty or representation was given up to an amount equal to the Repurchase Price had the Receivables existed on the relevant repurchase date and complied with each of the Receivables Warranties in relation to such Receivable as at the Cut-Off Date.

The Seller may repurchase all, but not some, of the Receivables if the Seller

exercises its Clean-up Call.

See the section entitled "*Description of Certain Transaction Documents – Receivables Purchase Agreement*" for more information.

Consideration for repurchase:

On any repurchase of Receivables, the Seller will pay the Repurchase Price to the Issuer.

The "**Repurchase Price**" will be a cash payment to the Issuer or to such person as the Issuer may direct, in an amount equal to the Principal Balance of the relevant Purchased Receivable as at the Calculation Date immediately preceding the relevant repurchase date, together with any amounts due but unpaid under the Underlying Agreement (other than Excluded Amounts) and all reasonable costs and expenses of the Issuer incurred in connection with such repurchase, provided that, in the case of a Clean-up Call, the Repurchase Price shall be at least equal to the amount required by the Issuer to pay all principal and interest due in respect of the Notes on the relevant Payment Date and any amounts required under the relevant Priority of Payments to be paid in priority or *pari passu* with the Notes outstanding in accordance with the terms and conditions thereof.

The Repurchase Price shall be payable at the latest on the Payment Date immediately following the date on which the Seller is required to repurchase the Receivable and the Seller shall be obliged to pay to the Issuer (by transferring the same to the Transaction Account) an amount equal to the Repurchase Price.

The Servicer shall on behalf of the Issuer send written notice to the Issuer, the Seller and the Issuer Security Trustee if DLL as Seller is obliged to repurchase any of the Purchased Receivables pursuant to the Receivables Purchase Agreement and shall inform the same to the extent DLL fails to repurchase such Purchased Receivables.

See the section entitled "*Description of Certain Transaction Documents – Receivables Purchase Agreement*" for more information.

Servicing of the Portfolio:

DLL, acting as the servicer (the "**Servicer**"), will, pursuant to the terms of the servicing agreement to be entered into on or about the Closing Date between the Issuer, the Servicer and the Issuer Security Trustee (the "**Servicing Agreement**"), until the occurrence of a Servicer Termination Event, service and administer the Underlying Agreements and report on the performance of the Portfolio.

Servicer Termination:

The Servicing Agreement may be terminated by the Issuer, with the consent of the Issuer Security Trustee (or by the Issuer Security Trustee itself) upon the occurrence of any Servicer Termination Event.

"**Servicer Termination Event**" means the occurrence of any of the following events:

(a) the Servicer and/or the Seller fails to pay any amount due under the Servicing Agreement and/or any other Transaction Document on the due date or on demand, if so payable, or to direct the Account Bank in respect of such amount and such failure has continued unremedied for a period of five (5) Business Days; or

(b) without prejudice to (a) above the Servicer and/or the Seller (i) fails to observe or perform any of its covenants and obligations under or pursuant to the Servicing Agreement or any other Transaction Document; or (ii) otherwise breaches any term of the Servicing Agreement or any other Transaction Document to which it is a party, and in each case such failure results in a Material Adverse Effect and continues unremedied for a period of twenty (20) Business Days after the earlier of the Servicer or the Seller (as applicable) becoming aware of such default and written notice of such failure being received by the Servicer or the Seller (as applicable) from the Issuer or the Issuer Security Trustee (such notice requiring the same to be remedied); or

(c) any representation or warranty of the Servicer and/or the Seller in the Servicing Agreement and/or any other Transaction Document (other than the Receivables Warranties) or in any report provided by the Seller (for so long as the Servicer is DLL) or the Servicer, is false or incorrect and such inaccuracy results in a Material Adverse Effect and, if capable of remedy, is not remedied within ten (10) Business Days of the earlier of the Servicer becoming aware of such default and receipt by the Servicer of a notice from the Issuer or the Issuer Security Trustee requiring the same to be remedied; or

(d) the occurrence of an Insolvency Event in relation to the Servicer and/or the Seller or in relation to any party to which the Servicer has assigned its rights under the Servicing Agreement; or

(e) it becomes unlawful under English law for the Servicer to perform any of its obligations under the Servicing Agreement and such unlawfulness results in a Material Adverse Effect or it becomes unlawful for the Servicer to act as a servicer in the meaning of the CCA.

Upon the occurrence of a Servicer Termination Event as set forth above, the Issuer shall appoint a substitute servicer and such substitute servicer shall enter into an agreement with the Issuer and the Issuer Security Trustee substantially on the terms of the Servicing Agreement, provided that such substitute servicer shall have the benefit of a servicing fee at a level to be then determined. Such termination shall be no earlier than the effective date of the appointment of a substitute servicer. Any such substitute servicer must have experience of handling equipment lease receivables in the United Kingdom and hold a licence under the CCA to perform the servicing obligations in respect of the Receivables. The Issuer shall, promptly following the execution of such agreement, pledge its interest in such agreement in favour of the Issuer Security Trustee, *mutatis mutandis*, to the satisfaction of the Issuer Security Trustee. Upon the occurrence of an Obligor Notification Event, the Servicer will use its best efforts, within three (3) months of the occurrence of such event, to identify an entity that has the experience and/or capability of servicing assets similar to the Purchased Receivables and procure that such entity would act as Back-Up Servicer.

Delegation: The Servicer may at any time:

(a) without the prior consent of the Issuer, the Issuer Security Trustee or any other party to the Transaction Documents, sub-delegate all or any part of its duties under the Servicing Agreement to a receiver, solicitor, insurance broker, valuer, accountant, insolvency practitioner, auctioneer, bailiff, sheriff officer, debt counsellor, tracing agent, debt collection agent, repossession agent, asset recovery agent, remarketing agent or other professional adviser acting as such for the purposes of debt recovery or enforcement in accordance with the Credit, Collection and Recovery Procedures; or

(b) save in respect of certain types of sub-contracts, in respect of which approval will not be required, with the prior written consent of the Issuer and the Issuer Security Trustee, sub-contract or delegate the performance of all or any of its powers and obligations under the Servicing Agreement (other than those described in paragraph (a) above) to a sub-servicer and terminate the appointment of any then current sub-servicer, in each case on such terms as it thinks fit,

provided that in the case of both (a) and (b), the Servicer remains responsible and liable for the functions so delegated.

The Servicer may assign all of its rights under the Servicing Agreement to another member of the DLL Group without the prior consent of the Issuer and the Issuer Security Trustee provided that such entity assumes all of the obligations of the Servicer under the Servicing Agreement and that certain conditions are satisfied.

OVERVIEW OF THE TERMS AND CONDITIONS OF THE NOTES

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

FULL CAPITAL STRUCTURE OF THE NOTES

	Class A	Class B
Currency	Sterling	Sterling
Initial Principal Amount	£306,000,000	£43,714,000
Note Credit Enhancement	Subordination of the Class B Note	N/A
Credit Enhancement	Reserve Fund and excess spread	Reserve Fund and excess spread
Issue Price	100%	100%
Interest Rate	One-month Sterling LIBOR + Relevant Margin, the sum being subject to a floor of zero	2.5% p.a.
Relevant Margin	0.83% p.a.	N/A
Interest Accrual Method	Actual/365	Actual/365
LIBOR Determination Date	The first day of each Interest Period	N/A
Payment Dates	25th calendar day of each calendar month	25th calendar day of each calendar month
Expected Rating	AAA(sf)/S&P Global and AAAsf/Fitch	N/A
Business Day Convention	Modified Following	Modified Following
First Payment Date	Payment Date falling in May 2019	Payment Date falling in May 2019
First Interest Period	The period from and including the Closing Date to but excluding the first Payment Date	The period from and including the Closing Date to but excluding the first Payment Date
Pre-Enforcement Redemption Profile	Pass-through redemption on each Payment Date to the extent of Available Principal Amounts, subject to and in accordance with the Pre-Enforcement Principal Priority of Payments.	
Post Enforcement	Pass-through redemption, subject to and in accordance with the Post-	

	Class A	Class B
Redemption Profile	Enforcement Priority of Payments.	
Clean-Up Call	Any Payment Date on which the Aggregate Receivables Principal Balance of the Portfolio as at the immediately preceding Calculation Date is not more than 10% of the Aggregate Receivables Principal Balance on the Cut-Off Date and the Seller exercises its option to repurchase the Purchased Receivables in full, which requires the Issuer to redeem the Notes in full.	
Optional Redemption	Optional redemption in whole for tax reasons or the occurrence of certain regulatory changes (including a LIBOR Trigger Event) on any Payment Date.	
Final Maturity Date	Payment Date falling in March 2028	Payment Date falling in March 2028
Form of the Notes	Registered Notes	Registered Notes
Application for Listing	Euronext Dublin	N/A
ISIN	XS1953007637	N/A
Common Code	195300763	N/A
Clearance/Settlement	Euroclear / Clearstream, Luxembourg	N/A
Minimum Denomination	£100,000 and integral multiples of £1,000 in excess thereof up to and including £199,000	£100,000 and integral multiples of £1,000 in excess thereof up to and including £199,000
Initial Purchaser	N/A	DLL
ECB Eligibility	Intended to be held in a manner which would allow Eurosystem eligibility	N/A
BoE Eligibility	Intended to be held in a manner which would allow for the purpose of the BoE eligibility	N/A

Ranking

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

Class A Notes will rank senior to the Class B Note as to payments of interest and principal at all times.

"**Most Senior Class Outstanding**" means the Class A Notes while they remain outstanding and thereafter the Class B Note while it remains outstanding.

Issuer Security and Issuer Deed of Charge

The Notes are secured and will share the Issuer Security with the other Issuer Secured Liabilities of the Issuer as set out in the Issuer Deed of Charge. The security granted by the Issuer to the Issuer Security Trustee, for itself and on trust for the other Issuer Secured Creditors, includes:

(a) a charge by way of first fixed charge of all its rights in respect of the Receivables and Ancillary Rights comprised in the Portfolio;

	Class A	Class B

(b) an assignment, subject to a proviso for re-assignment on redemption, of all its rights in respect of the Issuer Charged Documents (which, in the case of the Swap Agreement, is subject to netting and set off provisions therein) including for the avoidance of doubt, its beneficial interest in the trusts created pursuant to the Collection Account Declaration of Trust;

(c) a charge by way of first fixed charge, of all of its rights in respect of: (i) any amounts standing from time to time to the credit of the Bank Accounts; (ii) all interest paid or payable in relation to those amounts; and (iii) all debts represented by those amounts; and

(d) a first floating charge over its property, assets and rights whatsoever and wheresoever present and future.

In addition, as continuing security for the payment and discharge of the Issuer Secured Liabilities, the Issuer will grant a Scottish Supplemental Charge in favour of the Issuer Security Trustee relative to the Equipment Declaration of Trust, under which the Issuer will assign by way of security, all of its present and future right, title and interest in and to the Equipment Trust Property and in and to the Equipment Declaration of Trust.

Some of the other Issuer Secured Creditors rank senior to the Issuer's obligations under the Notes in respect of the allocation of proceeds as set out in the relevant Priority of Payments.

See the section entitled "*Description of Certain Transaction Documents – Issuer Deed of Charge*" for more information.

Interest Deferral

Interest due and payable on the Class A Notes will not be deferred. For as long as the Class A Notes are outstanding, interest due and payable on the Class B Note may be deferred.

Withholding Tax

All payments in respect of the Notes by or on behalf of the Issuer shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("Taxes"), unless the withholding or deduction of the Taxes is required by applicable law. In that event, the Issuer or, as the case may be, the relevant Paying Agent shall make such payment after the withholding or deduction has been made and shall account to the relevant authorities for the amount required to be withheld or deducted. Neither the Issuer nor any Paying Agent shall be obliged to make any additional payments to Noteholders in respect of such withholding or deduction.

Redemption

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

- mandatory redemption in whole on the Final Maturity Date;
- mandatory redemption in part on any Payment Date subject to availability of Available Principal Amounts (applied in accordance with the Pre-Enforcement Priority of Payments);

	Class A	Class B
	• optional redemption exercisable by the Issuer in whole (but not in part) for tax reasons on any Payment Date as fully set out in Condition 6.2(a) (*Optional redemption in whole for taxation or other reasons*); • optional redemption exercisable by the Issuer in whole (but not in part) following the occurrence of certain regulatory changes on any Payment Date as fully set out in Condition 6.2(b) (*Optional redemption in whole for taxation or other reasons*); • optional redemption exercisable by the Issuer in whole (but not in part) on or after the Payment Date falling in December 2021 following the occurrence of a LIBOR Trigger Event as fully set out in Condition 6.2(c) (*Optional redemption in whole for taxation or other reasons*); or • mandatory redemption following the exercise by the Seller of the Clean-Up Call as fully set out in Condition 6.2(d) (*Optional redemption in whole for taxation or other reasons*). Any Note redeemed pursuant to the above redemption provisions will be redeemed at an amount equal to the Principal Amount Outstanding of the relevant Note to be redeemed together with accrued (and unpaid) interest on the Principal Amount Outstanding of the relevant Note up to (but excluding) the date of redemption.	
Issuer Events of Default	• an Insolvency Event occurs with respect to the Issuer; • the Issuer defaults in the payment of any interest or principal in respect of the Most Senior Class Outstanding when the same becomes due and payable and such default continues for a period of ten (10) Business Days; • the Issuer fails to perform or observe any of its other obligations under the Conditions or any Transaction Document to which it is a party (excluding, for the avoidance of doubt, its obligations to make payments of principal or interest on the Notes) and such default is, in the opinion of the Note Trustee, to be certified in writing, materially prejudicial to the interests of the Noteholders of the Most Senior Class Outstanding and is either: (i) in the opinion of the Note Trustee, incapable of remedy; or (ii) in the opinion of the Note Trustee, capable of remedy, but remains unremedied for a period of thirty (30) calendar days or such longer period as the Note Trustee may agree after the Note Trustee has given written notice of such default to the Issuer; • the Issuer Security Trustee, on behalf of the Issuer Secured Creditors, fails or ceases to have a valid and perfected first priority charge, security interest or pledge in the Issuer Charged Assets or purported Issuer Charged Assets or there shall exist any adverse claims on such Issuer Charged Assets other than to the extent permitted by the Transaction Documents; • except as otherwise expressly permitted by the Transaction Documents, any Transaction Document ceases, for any reason, to be in full force	

	Class A	Class B

and effect; and/or

- it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes or the Transaction Documents.

Enforcement

If an Issuer Event of Default has occurred and is continuing, the Note Trustee may, and shall, if so requested: (i) in writing by the holders of at least 25% in aggregate Principal Amount Outstanding of the Most Senior Class Outstanding; or (ii) by an Extraordinary Resolution of the Noteholders of the Most Senior Class Outstanding but, in each case, only if it has been indemnified and/or secured and/or prefunded to its satisfaction against all Liabilities to which it may thereby become liable or which it may incur by so doing, deliver a Note Acceleration Notice and institute such proceedings or action as may be required in order to enforce or realise the Issuer Security (including, but not limited to, the giving of a direction to the Issuer Security Trustee to enforce or realise the Issuer Security).

Limited Recourse

If at any time following:

(a) the occurrence of either:

(i) the Final Maturity Date or any earlier date upon which all of the Notes of each Class are due and payable; or

(ii) the service of an Note Acceleration Notice; and

(b) realisation of the Issuer Charged Assets and application in full of any amounts available to pay amounts due and payable under the Notes in accordance with the applicable Priority of Payments; and

(c) the proceeds of such Realisation are insufficient, after payment of all other claims ranking in priority in accordance with the applicable Priority of Payments, to pay in full all amounts then due and payable under any Class of Notes,

then the amount remaining to be paid (after such application in full of the amounts first referred to in (b) above) under such Class of Notes (and any Class of Notes junior to that Class of Notes) shall, on the day following such application in full of the amounts referred to in (b) above, cease to be due and payable by the Issuer. "**Realisation**" is defined in Condition 18 (*Limited Recourse*).

Non-petition

Each Issuer Secured Creditor (other than the Issuer and the Issuer Security Trustee) agrees with and acknowledges to each of the Issuer and the Issuer Security Trustee, and the Issuer Security Trustee agrees with and acknowledges to the Issuer, that:

(a) none of the Issuer Secured Creditors (nor any person on their behalf, other than the Issuer Security Trustee where appropriate) are entitled, otherwise than as permitted by the Transaction Documents, to direct the Issuer Security Trustee to enforce the Issuer Security or take any proceedings or action against the Issuer to enforce or realise the Issuer Security;

	Class A	Class B

(b) none of the Issuer Secured Creditors (other than the Issuer Security Trustee) has the right to take or join any person in taking any steps against the Issuer for the purpose of obtaining payment of any amount due from the Issuer to any of the Issuer Secured Creditors;

(c) until the date falling two years after the Final Discharge Date, none of the Issuer Secured Creditors nor any person on their behalf shall initiate or join any person in initiating an Insolvency Event or the appointment of an Insolvency Official in relation to the Issuer other than a Receiver or an administrator appointed under Clause 11 (*Receiver*) of the Issuer Deed of Charge; and

(d) none of the Issuer Secured Creditors shall be entitled to take or join in the taking of any corporate action, legal proceedings or other procedure or step which would result in the Priority of Payments not being complied with.

Governing Law, English law.

Relevant Dates and Periods

Closing Date: The date of issuance for the Notes will be 27 March 2019 (or such other date as the Issuer and the Joint Lead Managers may agree).

Final Maturity Date: Unless previously redeemed in full, the Issuer will redeem the Notes in full (together with all interest accrued thereon) on the Payment Date falling in March 2028.

Payment Date: Each interest-bearing Note will bear interest on its Principal Amount Outstanding from, and including, the Closing Date. Interest will be payable in respect of the Notes monthly in arrear on the 25th calendar day in each month or, if such day is not a Business Day, the next following Business Day. The first Payment Date in respect of the Notes will be the Payment Date falling in May 2019.

Interest Period: The period from (and including) a Payment Date (or the Closing Date) to (but excluding) the next (or first) Payment Date.

Business Day: A day (other than a Saturday or a Sunday) on which banks are open for general business in London (United Kingdom), Dublin (Ireland) and Amsterdam (the Netherlands).

Calculation Date: The third (3rd) Business Day prior to each Payment Date or, if such day is not a Business Day, the immediately preceding Business Day. The Calculation Date is the date on which the Cash Manager will be required, as set out in the Cash Management Agreement, to calculate, among other things, the amounts required to pay interest and principal in respect of the Notes.

LIBOR Determination Date: The Reference Agent will, at or about 11.00 a.m. (London time) on the first day of an Interest Period, determine the rate of LIBOR applicable to, and calculate the amount of interest payable on the Rated Notes for the Interest Period immediately following such Interest Determination Date.

Monthly Collection Period: In the case of the first Monthly Collection Period,

Class A	Class B
the period from and including the Cut-Off Date to the end of the calendar month immediately preceding the first Payment Date, and then the period commencing on and including the first day of a calendar month and ending on (but excluding) the first day of the next calendar month.	

RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER ISSUER SECURED CREDITORS

Please refer to sections entitled "*Terms and Conditions of the Notes*" for further detail in respect of the rights of Noteholders, conditions for exercising such rights and relationship with other Issuer Secured Creditors.

Prior to an Issuer Event of Default

Noteholders are entitled to convene and participate in Noteholder meetings to consider any matter affecting their interests, as described below. However, unless the Issuer has an obligation to take such action under the relevant Transaction Documents, so long as no Issuer Event of Default has occurred and is continuing the Noteholders are not entitled to instruct or direct the Issuer to take any actions, either directly or through the Note Trustee, without the consent of the Issuer and, if applicable, certain other Transaction Parties.

Following an Issuer Event of Default

Following the occurrence of an Issuer Event of Default, Noteholders of the Most Senior Class Outstanding may, if they hold not less than 25% of the Aggregate Principal Amount Outstanding of the Notes of such Class then outstanding, give written instructions or may pass an Extraordinary Resolution (in a Noteholders' meeting), directing the Note Trustee (provided it has been indemnified and/or secured and/or prefunded to its satisfaction) to deliver a Note Acceleration Notice to the Issuer stating that all Classes of Notes are immediately due and repayable at their respective Principal Amount Outstanding.

Convening a Noteholder Meeting

Noteholders holding not less than 10% of the Aggregate Principal Amount Outstanding of the Notes of any Class or Classes (if such meeting relates to more than one Class of Notes) then outstanding are entitled to convene a Noteholders' meeting of such Class or Classes (if such meeting relates to more than one Class of Notes). Noteholders of any Class or Classes can also participate in a Noteholders' meeting of such Class or Classes convened by the Issuer or Note Trustee to consider any matter affecting their interests.

Quorum and required majorities for Noteholder Meetings

	Initial meeting	Adjourned meeting
Notice period:	21 clear days	10 clear days
Quorum:	not less than 10% of the Aggregate Principal Amount Outstanding of the relevant Class or Classes of Notes for the initial meeting for all Ordinary Resolutions; and a majority of the Aggregate Principal Amount Outstanding of the relevant Class or Classes of Notes for the initial meeting for all Extraordinary Resolutions (other than a Basic Terms	any holding for the adjourned meeting (other than a Basic Terms Modification, which requires not less than 25% of the Aggregate Principal Amount Outstanding of the relevant Class or Classes of Notes).

	Modification, which requires not less than 75% of the Aggregate Principal Amount Outstanding of the relevant Class or Classes of Notes).	
Required majority:	a majority of votes cast for matters requiring Ordinary Resolution; and not less than 75% of votes cast for matters requiring Extraordinary Resolution.	a majority of votes cast for matters requiring Ordinary Resolution; and not less than 75% of votes cast for matters requiring Extraordinary Resolution.
Written Resolution:	not less than 75% of the Aggregate Principal Amount Outstanding of the relevant Class or Classes of Notes in respect of a matter requiring an Extraordinary Resolution and a majority of the Aggregate Principal Amount Outstanding of the relevant Class or Classes of Notes in respect of a matter requiring an Ordinary Resolution. A Written Resolution has the same effect as an Extraordinary Resolution or Ordinary Resolution, as the case may be.	

Matters requiring Extraordinary Resolution

Broadly speaking, the following matters require an Extraordinary Resolution:

- Basic Terms Modification;
- sanctioning any compromise or arrangement proposed to be made between the Issuer, any other party to any Transaction Document, the Note Trustee, the Issuer Security Trustee, any Appointee and the Noteholders or any of them;
- sanctioning any abrogation, modification, compromise or arrangement in respect of the rights of the Note Trustee, the Issuer Security Trustee, any Appointee, the Noteholders, the Issuer or any other party to any Transaction Document against any other or others of them or against any of their property whether such rights arise under any Transaction Document or otherwise;
- assenting to any modification of the provisions of any Transaction Document which is proposed by the Issuer, the Note Trustee, any other party to any Transaction Document or any Noteholder;
- giving any authority or sanction which under the provisions of any Transaction Document is required to be given by Extraordinary Resolution;
- appointing any persons (whether Noteholders or not) as a committee or committees to represent the interests of the Noteholders and

conferring upon such committee or committees any powers or discretions which the Noteholders could themselves exercise by Extraordinary Resolution;

- approving of a person to be appointed a trustee and removing or, as the case may be, directing the removal of, any trustee or trustees for the time being of the Trust Deed or the Issuer Deed of Charge;

- discharging or exonerating the Note Trustee, the Issuer Security Trustee or any Appointee from any liability in respect of any act or omission for which it may have become or may become responsible under the Trust Deed or any other Transaction Document;

- authorising the Note Trustee and/or any Appointee: (i) to concur in and execute and do; or (ii) to direct the Issuer Security Trustee to concur in and execute and do, all such deeds, instruments, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution;

- sanctioning any scheme or proposal for the exchange or sale of the Notes for or the conversion of the Notes into or the cancellation of the Notes in consideration of shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as aforesaid and partly for or into or in consideration of cash;

- waiving any breach or authorising any proposed breach by the Issuer or (if relevant) any other Transaction Party of any obligation under or in respect of the Transaction Documents or any act or omission which may otherwise constitute an Issuer Event of Default or Issuer Potential Event of Default; and

- approving the substitution of any entity for the Issuer (or any previous substitute) as principal debtor under the Trust Deed.

Basic Terms Modification

The following proposals constitute a Basic Terms Modification:

- to change any date fixed for payment of principal or interest in respect of the Notes of any Class, to change the amount of principal or interest due on any date in respect of the Notes of any Class or to alter the method of calculating the amount of any payment in respect of the Notes of any Class on redemption or maturity;

- (except in accordance with Clause 25 (*Substitution*) of the Trust Deed) to approve or implement an exchange, conversion or substitution of the Notes of any Class for, or the conversion of such Notes into, shares, bonds or other obligations or securities of the Issuer or any other person or body corporate formed or to be formed;

- to change the currency in which amounts due in respect of the Notes

are payable;

- (other than any new fee arrangement upon replacement of any Transaction Party) to amend any of the Priorities of Payments;
- to change the quorum required at any Meeting or the majority required to pass an Extraordinary Resolution; or
- to amend the definition of Basic Terms Modification.

Solely for the purposes of Condition 11.9(10), a Basic Terms Modification in respect of any Notes of any Class shall exclude any change to any date fixed for payment of principal or interest in respect of the Notes of any Class, to change the amount of principal or interest due on any date in respect of the Notes payable on any date in respect of the Notes or to alter the method of calculating the amount of any payment in respect of the Notes of any Class on redemption or maturity.

Relationship between Classes of Noteholders

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

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

Issuer/Seller as Noteholder

For the purpose of, *inter alia*, the right to attend and vote at any meeting of Noteholders, any Written Resolution in writing and any direction made by Noteholders, those Notes (if any) which are held by or on behalf of or for the benefit of the Issuer or the Seller or any holding company of either of them or any other subsidiary of such holding company, in each case as beneficial owner, shall (unless and until ceasing to be held) be deemed not to remain outstanding, provided that if all the Notes of a particular Class are held by the Issuer or the Seller, any holding company of either of them or any other subsidiary of such holding company (the "**Relevant Class of Notes**") (and no other Classes of Notes exist that rank junior or *pari passu* to the Relevant Class of Notes, in respect of which the Notes are held by persons other than the Issuer, the Seller, any holding company of either of them or any other subsidiary of such holding company), Notes of the Relevant Class of Notes will be deemed to remain outstanding.

Relationship between Noteholders and other Issuer Secured Creditors

So long as any Notes are outstanding and there is a conflict between the interests of the Noteholders (or any Class thereof) and any other Issuer Secured Creditor, the Note Trustee and the Issuer Security Trustee will take into account only the interests of the Noteholders (or such Class thereof) in the exercise of their discretion.

Provision of Information to the Noteholders

Each final Investor Report will be published on the website https://www.loanbyloan.eu in accordance with the provisions of the Servicing Agreement.

Available Principal Amounts: The amount of "**Available Principal Amounts**" as at any Calculation Date is an amount calculated as the aggregate of:

(a) the Principal Collections received for the preceding Monthly Collection Period (in each case, excluding any Reconciliation Amounts to be applied as Available Revenue Amounts on the immediately following Payment Date and excluding any Excess Collections Amounts);

(b) the amount (if any) calculated on that Calculation Date pursuant to the Pre-Enforcement Revenue Priority of Payments to be the amount by which the debit balance on any of the Principal Deficiency Ledgers is expected to be reduced by the application of the Available Revenue Amounts on the immediately succeeding Payment Date; and

(c) on each Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Principal Amounts in accordance with the Cash Management Agreement.

Available Revenue Amounts: The amount of "**Available Revenue Amounts**", as at any Calculation Date is an amount calculated as the aggregate of:

(a) interest received on the Transaction Account for the Monthly Collection Period immediately preceding the relevant Calculation Date;

(b) the Revenue Collections received for the Monthly Collection Period immediately preceding the relevant Calculation Date (in each case, excluding any Reconciliation Amounts to be applied as Available Principal Amounts on that Interest Payment Date and excluding any Excess Collections Amounts);

(c) any amounts received by the Issuer under the Swap Agreement or any replacement Swap Agreement on the relevant Payment Date (excluding any Swap Excluded Amounts and any Swap Termination Payment received by the Issuer from the Swap Counterparty to the extent utilised to acquire, at any time, a replacement swap);

(d) any amount standing to the credit of the Reserve Fund Ledger;

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

(f) Shortfall Diversion Amounts.

Pre-Enforcement Principal Priority of Payments:

Prior to occurrence of an Enforcement Event, on each Payment Date, other than the Payment Date on which the Rated Notes are to otherwise be redeemed, the Issuer or the Cash Manager on the Issuer's behalf shall apply an amount equal to the Available Principal Amounts (as defined below) as at each Calculation Date, in making the following payments and redemptions in the following priority, but in each case only to the extent that all payments of a higher priority have been made in full (the "**Pre-Enforcement Principal Priority of Payments**"):

(i) *first*, amounts (if any) to be credited to the Transaction Account as Shortfall Diversion Amounts;

(ii) *second*, in or towards payment, *pro rata* and *pari passu*, to the holders of the Class A Notes, principal until the Class A Notes have been repaid in full; and

(iii) *third*, in or towards payment, *pro rata* and *pari passu*, to the holder of the Class B Note, principal until the Class B Note has been repaid in full.

The Cash Manager is responsible, pursuant to the Cash Management Agreement, for determining the amount of the Available Principal Amounts as at any Calculation Date and each determination so made shall (in the absence of negligence, fraud, wilful default, bad faith or manifest error) be final and binding on the Issuer, the Servicer or the Back-Up Servicer (as the case may be), the Note Trustee, the Issuer Security Trustee and all Noteholders, and no liability to the Noteholders shall attach to the Issuer, the Note Trustee, the Issuer Security Trustee or (in such absence as aforesaid) to the Cash Manager in connection therewith.

Pre-Enforcement Revenue Priority of Payments:

Prior to the occurrence of an Enforcement Event, on each Payment Date, the Issuer or the Cash Manager on the Issuer's behalf shall apply an amount equal to the Available Revenue Amounts as at the immediately preceding Calculation Date in making the following payments in the following order of priority, but in each case only to the extent that all payments of a higher priority have been made in full (the "**Pre-Enforcement Revenue Priority of Payments**"):

(i) *first*, in or towards payment, *pro rata* and *pari passu*, to the Note Trustee, the Issuer Security Trustee and any Appointee of the fees, indemnity payments, costs, expenses, charges and other liabilities then due to such persons under the Transaction Documents;

(ii) *second*, in or towards payment, *pro rata and pari passu*, to: (a) the Cash Manager; (b) the Account Bank; (c) the Rating Agencies; (d) the Paying Agents; (e) the Back-Up Swap Counterparty under the Conditional Deed of Novation; (f) the Reference Agent; (g) the Registrar; and (h) the Common Safekeepers of the fees, costs, charges and expenses then due and payable to it under the relevant Transaction Documents;

(iii) *third*, in or towards payment to the Servicer of the Servicer Fee then due and payable to it;

(iv) *fourth*, in or towards payment to the Back-Up Servicer (if any) of the fees, costs, charges and expenses then due and payable to it under the

relevant Transaction Documents;

(v) *fifth*, to the Corporate Services Provider, any amounts then due and payable to it under the Corporate Services Agreement and to pay or discharge any liability of the Issuer for corporation tax on its taxable profits;

(vi) *sixth*, to the Issuer the Retained Profit Amount;

(vii) *seventh*, in or towards payment, (other than the fees due and payable to the Back-Up Swap Counterparty), if any, of any amounts (excluding Swap Subordinated Termination Payments) due under the Swap Agreement;

(viii) *eighth*, in or towards payment, *pro rata* and *pari passu*, to the holders of the Class A Notes, all interest and other amounts (excluding principal) due or overdue on the Class A Notes;

(ix) *ninth*, in or towards payment to the Reserve Fund of the amount necessary to cause the balance thereof to be equal to the Required Reserve Amount at such time;

(x) *tenth*, to credit to the Class A Principal Deficiency Ledger until the balance thereof has reached zero;

(xi) *eleventh*, amounts to be credited to the Class B Principal Deficiency Ledger until the balance of the Class B Principal Deficiency Ledger has reached zero;

(xii) *twelfth*, in or towards payment, *pro rata* and *pari passu*, to the holder of the Class B Note, all interest and other amounts (excluding principal) due or overdue on the Class B Note;

(xiii) *thirteenth*, to pay to the Subordinated Loan Provider amounts payable in respect of accrued and unpaid interest on the Subordinated Loan (including, without limitation, overdue interest);

(xiv) *fourteenth*, to pay to the Subordinated Loan Provider amounts payable in respect of the principal outstanding with respect to the Subordinated Loan in accordance with the terms of the Subordinated Loan Agreement;

(xv) *fifteenth*, in or towards payment, *pro rata* and *pari passu*, of any Swap Subordinated Termination Payments to the Swap Counterparty; and

(xvi) *lastly*, any remaining amounts to the Seller as Deferred Consideration.

Post-Enforcement Priority of Payments:

Upon the earlier to occur of (i) the Note Trustee delivering a Note Acceleration Notice to the Issuer pursuant to Condition 9.1 (*Issuer Events of Default*) declaring the Notes to be due and repayable; (ii) the Final Maturity Date; and (iii) the Payment Date on which the Notes are redeemed in accordance with Condition 6 (*Optional redemption in whole for taxation or other Reasons*) the Issuer Security Trustee shall, to the extent that such funds are available, use funds standing to the credit of the Transaction Account, other than Swap Excluded Amounts and after making payments of certain monies which properly belong to third parties, to make payments in the

following order of priority pursuant to and in accordance with the Issuer Deed of Charge (the "**Post-Enforcement Priority of Payments**"):

(i) *first*, in or towards payment, *pro rata* and *pari passu*, to the Note Trustee, the Issuer Security Trustee and any Appointee of the fees, indemnity payments, costs, charges, expenses and other liabilities then due to such person under the Transaction Documents;

(ii) *second*, in or towards payment, *pro rata* and *pari passu*, to: (a) the Cash Manager; (b) the Account Bank; (c) the Rating Agencies; (d) the Paying Agents; (e) the fees due to the Back-Up Swap Counterparty under the Conditional Deed of Novation; (f) the Reference Agent; (g) the Registrar; and (h) the Common Safekeepers of the fees, costs, charges and expenses then due and payable to them under the relevant Transaction Documents;

(iii) *third*, in or towards payment to the Servicer, of the Servicer Fee then due and payable to it;

(iv) *fourth*, in or towards payment to the Back-Up Servicer (if any) of the fees, costs, charges and expenses then due and payable to it under the relevant Transaction Documents;

(v) *fifth*, to the Corporate Services Provider, any amounts then due and payable to it under the Corporate Services Agreement and to pay or discharge any liability of the Issuer for corporation tax on its taxable profits;

(vi) *sixth*, to the Issuer the Retained Profit Amount;

(vii) *seventh*, in or towards payment, (other than the fees due and payable to the Back-Up Swap Counterparty), if any, of any amounts (excluding Swap Subordinated Termination Payments) due under the Swap Agreement;

(viii) *eighth*, in or towards payment, *pro rata* and *pari passu*, to the holders of the Class A Notes, all interest and other amounts (excluding principal) due or overdue on the Class A Notes;

(ix) *ninth*, in or towards payment, *pro rata* and *pari passu*, to the holders of the Class A Notes, principal until the Class A Notes have been repaid in full;

(x) *tenth*, in or towards payment, *pro rata* and *pari passu*, to the holder of the Class B Note, all interest and other amounts (excluding principal) due or overdue on the Class B Note;

(xi) *eleventh*, in or towards payment, *pro rata* and *pari passu*, to the holder of the Class B Note, principal until the Class B Note has been repaid in full;

(xii) *twelfth*, to pay to the Subordinated Loan Provider amounts payable in respect of accrued and unpaid interest on the Subordinated Loan (including, without limitation, overdue interest);

(xiii) *thirteenth*, to pay to the Subordinated Loan Provider amounts payable

in respect of the principal outstanding with respect to the Subordinated Loan in accordance with the terms of the Subordinated Loan Agreement;

(xiv) *fourteenth*, in or towards payment, *pro rata* and *pari passu*, of any Swap Subordinated Termination Payments to the Swap Counterparty; and

(xv) *lastly*, any remaining amounts to the Seller as Deferred Consideration.

VAT Collections

Any amounts representing VAT Collections received by the Issuer, shall be paid to the Seller as Excluded Amounts and shall not, for the avoidance of doubt, be applied in accordance with the Priority of Payments (including, for the avoidance of doubt, the Post-Enforcement Priority of Payments).

Deferred Consideration

The Deferred Consideration shall be payable to DLL (in its capacity as Seller) on each Payment Date subject to and in accordance with the relevant Priority of Payments.

Key Structural Features

The credit enhancement, liquidity support and other key structural features of the transaction include the following:

(a) Availability of the Reserve Fund. The Reserve Fund will initially be funded in full by the proceeds of the Subordinated Loan on the Closing Date in an amount equal to £3,060,000 or 1.00% of the Principal Amount Outstanding of the Class A Notes. To the extent a drawing is made, the Reserve Fund will be credited up to the Required Reserve Amount on the following Payment Dates, which will be funded in accordance with the Pre-Enforcement Revenue Priority of Payments. The Required Reserve Amount will reduce on each Payment Date to 1.00% of the Principal Amount Outstanding of the Class A Notes subject to a floor amount of £500,000;

(b) during the life of the Notes, the Available Revenue Amounts are expected to be sufficient to pay the interest amounts payable in respect of all the Classes of Notes and senior costs and expenses of the structure and to retain the Retained Profit Amount;

(c) availability of Available Principal Amounts in the event there is a Senior Fees Shortfall and/or an Interest Shortfall on the Class A Notes; and

(d) availability of the Swap Agreement entered into by the Issuer and the Swap Counterparty to hedge against the variance between the fixed rate of interest received by the Issuer on the Purchased Receivables and the floating rate of interest payable by the Issuer on the Class A Notes, as set out in full in section entitled "*Risk Factors - Interest rate risk on the Class A Notes/Risk of Swap Counterparty insolvency*".

Principal Deficiency Ledger

The Principal Deficiency Ledger shall comprise of two sub-ledgers, being the Class A Principal Deficiency Ledger and the Class B Principal Deficiency Ledger, respectively, and will be established in order to record (a) Gross Losses arising from Defaulted Receivables and/or (b) principal deficiencies arising from Shortfall Diversion Amounts.

Any such Gross Losses or principal deficiencies shall firstly be debited to the Class B Principal Deficiency Ledger (such debit items being re-credited at item (xi) of the Pre-Enforcement Revenue Priority of Payments) so long as the debit balance on the Class B Principal Deficiency Ledger is less than or equal to the Aggregate Principal Amount Outstanding of the Class B Note; then next shall be debited to the Class A Principal Deficiency Ledger (such debit items being re-credited at item (x) of the Pre-Enforcement Revenue Priority of Payments) so long as the debit balance on such sub-ledger is less than or equal to the Aggregate Principal Amount Outstanding of the Class A Notes.

Shortfall Diversion Amounts

Where there is a Senior Fees Shortfall and/or an Interest Shortfall on the Class A Notes, the Issuer shall pay or provide for that Senior Fees Shortfall and/or an Interest Shortfall on the Class A Notes, by applying the Available Principal Amounts through the Shortfall Diversion Amounts.

Bank Accounts and Cash Management

Revenue Collections and Principal Collections in respect of the Purchased Receivables are received by the Seller in the Seller Collection Accounts. Under the Servicing Agreement, the Servicer will determine the amount of Revenue Collections and Principal Collections which are scheduled to be received on any Business Day in respect of the Purchased Receivables (the "**Scheduled Collections**") and procure that such Scheduled Collections are paid into the Transaction Account on such Business Day irrespective of whether or not such amounts are received into the Seller Collection Accounts.

The Servicer will subsequently determine the amount of Revenue Collections and Principal Collections which were actually received by the Seller during the relevant Monthly Collection Period (the "**Actual Collections**") and, where the Actual Collections exceed the Scheduled Collections, the Servicer will pay an amount equal to the absolute value of such excess to the Transaction Account.

In the event that the Scheduled Collections exceed the Actual Collections (taking into account any payment referred to above), the Cash Manager will pay an amount equal to the absolute value of such excess to the Servicer on the immediately following Payment Date in accordance with the applicable Priority of Payments.

During the life of the Notes, the Available Revenue Amounts are expected to be sufficient to pay the interest amounts payable in respect of all the Classes of Notes and senior costs and expenses of the structure and to retain the Retained Profit Amount;

For further details see the section entitled "*Description of certain Transaction Documents*" below.

Collection Account Declaration of Trust

The Seller Collection Accounts will be subject to the Collection Account Declaration of Trust.

Overview of key Swap Terms

The Swap Agreement has the following key commercial terms:

- Notional Amount: In respect of each Monthly Collection Period, the sum of the Principal Amount Outstanding of the Class A Notes on the first day of such Monthly Collection Period and as determined by the

Cash Manager on such day and notified by the Cash Manager on such day to the Issuer and the Swap Counterparty pursuant to the provisions of the Agency Agreement.

- Rate of interest payable by the Issuer: 1.0% per annum.
- Rate of interest payable by the Swap Counterparty: LIBOR (as determined in accordance with the Conditions).
- Frequency of payment: monthly.
- If: (i) the Swap Counterparty fails to make, when due, any payment to the Issuer under the Swap Agreement; or (ii) the Swap Counterparty is declared bankrupt, the Swap Agreement shall be novated to the Back-Up Swap Counterparty in accordance with the Conditional Deed of Novation.

TRIGGERS TABLE

Nature of Trigger/Required Ratings	Description of Trigger/Required Ratings	Consequence of Trigger
Servicer Termination Events	Means the occurrence of any of the following: (a) the Servicer and/or the Seller fails to pay any amount due under the Servicing Agreement and/or any other Transaction Document on the due date or on demand, if so payable, or to direct the Account Bank in respect of such amount; and such failure has continued unremedied for a period of five (5) Business Days; and/or (b) without prejudice to (a) above, the Servicer and/or the Seller (i) fails to observe or perform any of its covenants and obligations under or pursuant to the Servicing Agreement or any other Transaction Document; or (ii) otherwise breaches any term of the Servicing Agreement or any other Transaction Document to which it is a party, and in each case such failure results in a Material Adverse Effect and continues unremedied for a period of twenty (20) Business Days after the earlier of the Servicer or the Seller (as applicable) becoming aware of such default and written notice of such failure being received by the Servicer or the Seller (as applicable) from the Issuer or the Issuer Security Trustee (such notice requiring the same to be remedied); and/or (c) any representation or warranty of the Servicer and/or the Seller in the Servicing Agreement and/or any other Transaction Document (other than the Receivables Warranties) or in any report provided by the Seller (for so long as the Servicer is DLL) or the Servicer, is false or incorrect and such inaccuracy results in a Material Adverse Effect and, if capable of remedy, is not remedied within ten (10) Business Days of the earlier of the Servicer becoming aware of such default and receipt by the Servicer of a	Ability of the Issuer or the Issuer Security Trustee to terminate the appointment of the Servicer.

Nature of Trigger/Required Ratings	Description of Trigger/Required Ratings	Consequence of Trigger
	notice from the Issuer or the Issuer Security Trustee requiring the same to be remedied; and/or (d) the occurrence of an Insolvency Event in relation to the Servicer and/or the Seller or in relation to any party to which the Servicer has assigned its rights under the Servicing Agreement; and/or (e) it becomes unlawful under English law for the Servicer to perform any of its obligations under the Servicing Agreement and such unlawfulness results in a Material Adverse Effect or it becomes unlawful for the Servicer to act as a servicer in the meaning of the CCA.	
Obligor Notification Event	means the occurrence of: (a) a Servicer Termination Event; (b) an Issuer Event of Default;	The Servicer (or if appointed the Back-Up Servicer) on behalf of the Issuer, or following the occurrence of an Issuer Event of Default, on behalf of the Issuer Security Trustee may (and shall if instructed to do so by the Issuer and/or the Issuer Security Trustee): (a) give notice in the Seller's name to all or any of the Obligors of the sale and assignment of all or any of the Purchased Receivables; and/or (b) direct all or any of the Obligors and any relevant third parties to pay amounts outstanding in respect of Purchased Receivables directly to the Issuer, into the Transaction Account or any other account which is specified by the Issuer; and/or (c) give instructions to immediately transfer any

Nature of Trigger/Required Ratings	Description of Trigger/Required Ratings	Consequence of Trigger
		Collections standing to the credit of the Seller Collection Accounts to the Transaction Account; and/or (d) take such other action as it reasonably considers to be necessary, appropriate or desirable in order to recover any amount outstanding in respect of Purchased Receivables or to improve, protect, preserve or enforce their rights against the Obligors in respect of the Purchased Receivables.
Cash Manager Termination Events	The occurrence of any of the following: (a) default is made by the Cash Manager in arranging or effecting the payment (on behalf of the Issuer), on the due date, of any payment due and to be arranged or effected by it (on behalf of the Issuer) under the Cash Management Agreement and such default continues unremedied for a period of five (5) Business Days after the earlier of the Cash Manager becoming aware of such default and receipt by the Cash Manager of written notice from the Issuer or the Issuer Security Trustee, as the case may be, requiring the same to be remedied; and/or (b) default is made by the Cash Manager in the performance or observance of any of its other covenants and obligations under the Cash Management Agreement, which in the opinion of the Issuer Security Trustee is materially prejudicial to the interests of the Issuer Secured Creditors and such default continues unremedied for a period of twenty (20) Business Days after the earlier of the Cash Manager becoming aware of such default and	Ability of the Issuer or the Issuer Security Trustee to terminate the appointment of Cash Manager.

Nature of Trigger/Required Ratings	Description of Trigger/Required Ratings	Consequence of Trigger
	receipt by the Cash Manager of written notice from the Issuer or the Issuer Security Trustee, as the case may be, requiring the same to be remedied; and/or (c) an Insolvency Event with respect to the Cash Manager.	
Back-Up Swap Counterparty Ratings Trigger:	By S&P Global: a rating of (x) "A" with respect to the long-term unsecured, unsubordinated and unguaranteed debt obligations of the Back-Up Swap Counterparty (if the short-term, unsecured and unsubordinated debt obligations of the Back-Up Swap Counterparty are also rated at least as high as "A-1" by S&P Global); or (y) "A+" by S&P Global with respect to the long-term unsecured, unsubordinated and unguaranteed debt obligations of the Back-Up Swap Counterparty (if the short-term, unsecured and unsubordinated debt obligations of the Back-Up Swap Counterparty are not rated, or are below "A-1" by S&P Global); and By Fitch: a rating of: (x) "A" with respect to the long-term rating of the Back-Up Swap Counterparty or (y) "F1" with respect to the short-term issuer default rating of the Back-Up Swap Counterparty.	Subject to the terms of the Swap Agreement, the consequence of breach is that the Swap Counterparty will be obliged to: (a) post collateral; and may (b) (i) procure a transfer to an eligible replacement of its obligations under the Swap Agreement; or (ii) procure a guarantee from an eligible guarantor in respect of its obligations under the Swap Agreement; or (iii) take such other action as required to maintain or restore the rating of the Rated Notes by S&P Global and/or Fitch.
Account Bank Minimum Required Ratings:	By S&P Global: a rating of (x) "A" with respect to the long-term unsecured, unsubordinated and unguaranteed debt obligations of the Account Bank (if the short-term, unsecured and unsubordinated debt obligations of the Account Bank are also rated at least as high as "A-1" by S&P Global); or (y) "A+" by S&P Global with respect to the long-term unsecured, unsubordinated and unguaranteed debt obligations of the Account Bank (if the short-term, unsecured and unsubordinated debt obligations of the Account Bank are not rated, or are below "A-1" by S&P Global); and	The consequences of breach are that the Account Bank's appointment may be terminated by the Issuer (such termination being effective on a replacement account bank being appointed by the Issuer). The Cash Manager and the Issuer shall within sixty (60) calendar days of the downgrade of the Account Bank below the minimum ratings required to be an Eligible Bank use commercially reasonable efforts to appoint a replacement financial institution or institutions which is an

Nature of Trigger/Required Ratings	Description of Trigger/Required Ratings	Consequence of Trigger
		Eligible Bank as Account Bank.
	By Fitch: a rating of: (x) "A" with respect to the long-term rating of the Account Bank or (y) "F1" with respect to the short-term issuer default rating of the Account Bank, or, such other rating or ratings as may be agreed by the relevant Rating Agency from time to time to maintain the then current ratings of the Notes.	

The consequences of the relevant triggers being breached are set out in more detail in "*Description of certain Transaction Documents*".

PCS LABEL

Application has been made to Prime Collateralised Securities (PCS) UK Limited for the Class A Notes to receive the Prime Collateralised Securities label (the "**PCS Label**"). The PCS Label is not a recommendation to buy, sell or hold securities. There can be no assurance that the Class A Notes will receive the PCS Label (either before issuance or at any time thereafter), and if the Class A Notes do receive the PCS Label, there can be no assurance that the PCS Label will not be withdrawn from the Class A Notes at a later date. It is not investment advice whether generally or as defined under the Markets in Financial Instruments Directive (2004/39/EC) or Section 3(a) of the United States Securities Exchange Act of 1934 (as amended by the Credit Agency Reform Act of 2006). Prime Collateralised Securities (PCS) UK Limited is not an "expert" as defined in the United States Securities Acts of 1933 (as amended).

By awarding the PCS Label to certain securities, no views are expressed about the creditworthiness of these securities or their suitability for any existing or potential investor or as to whether there will be a ready, liquid market for these securities. To understand the nature of the PCS Label, you must read the information set out in http://pcsmarket.org.

RISK RETENTION AND TRANSPARENCY REQUIREMENTS

EU Risk Retention

DLL shall, for the life of the Transaction, retain, as "originator" (as defined in Article 2(3) of the Securitisation Regulation), a material net economic interest of not less than 5% in the securitisation in accordance with Article 6 of the Securitisation Regulation (not taking into account any corresponding national measures). As at the Closing Date, the Retention will be comprised of an interest in the Class B Note as required by Article 6 of the Securitisation Regulation (the "**Retained Interest**"). Any change to the manner in which such interest is held will be notified to Noteholders.

As to the information made available to prospective investors by the Issuer, reference is made to the information set out herein and forming part of this Prospectus and to any other information provided separately (which information shall not form part of this Prospectus) and, after the Closing Date, to the monthly Investor Reports (a general description of which is set out in the overview in relation to the Investor Reports set out in "*Description of Certain Transaction Documents - Servicing Agreement*").

DLL covenants with the Issuer and the Issuer Security Trustee in the Receivables Purchase Agreement that it shall:

(a) comply with the disclosure requirements as contemplated by Article 7 of the Securitisation Regulation and to confirm, or procure that the Servicer confirms, to the Issuer and Cash Manager in each Investor Report that it continues to hold the Retained Interest;

(b) provide notice to each of the Issuer, the Note Trustee, the Issuer Security Trustee and the Cash Manager as soon as practicable in the event it no longer holds the Retained Interest;

(c) not (i) reduce or otherwise mitigate its credit exposure to the Retained Interest either through hedging, sale or transfer of all or part of the Retained Interest, (ii) enter into a transaction synthetically effecting any such actions; or (iii) take any action which would reduce its exposure to the economic risk of the Class B Note in such a way that it ceases to hold the Retained Interest;

(d) provide, or procure that the Servicer shall provide, to the Issuer, the Note Trustee, the Issuer Security Trustee and the Cash Manager such information within its possession or control or reasonably capable of being obtained by it as may be reasonably required by the Noteholders to be included in the Investor Report to enable such Noteholders to comply with their obligations pursuant to the Securitisation Regulation; and

(e) take any further action as may be necessary to satisfy the requirements of Article 7 of the Securitisation Regulation or as any Noteholder may reasonably request to allow it to comply with its obligations pursuant to Article 5 of the Securitisation Regulation, subject to any requirement of law.

DLL has provided a corresponding undertaking with respect to the interest to be retained by it to the Joint Lead Managers in the Subscription Agreement.

The Seller will undertake in favour of the Issuer and the Issuer Security Trustee (pursuant to the Receivables Purchase Agreement), that each Investor Report will confirm and disclose: (i) any change in the manner in which the Retained Interest is held (if applicable); (ii) such information as is required to be made available or disclosed by it by the applicable Securitisation Regulation; (iii) that its net economic interest shall not be subject to any credit risk mitigation or hedging except to the extent permitted under the Securitisation Regulation and shall not be sold by itself or any of its affiliates, and (iv) that it shall give notice of the same to the Issuer and the Note Trustee no later than two (2) Business Days immediately preceding each Calculation Date in respect of any such applicable Investor Report.

Noteholders should note that there is no intention to provide periodic information to Noteholders following the Closing Date other than pursuant to the Investor Reports and loan level data and that the information which DLL is to provide for the purposes of Article 7 of the Securitisation Regulation is that which is covered in the Investor Reports.

Pursuant to the provisions of the Servicing Agreement, the Servicer will provide, upon reasonable request by the Issuer, such further information as reasonably requested by Noteholders for the purposes of compliance of such Noteholder with the requirements under Article 5 of the Securitisation Regulation and its implementation into the relevant national law, subject to applicable law and such information being within the Servicer's possession or control or reasonably capable of being obtained by it, provided that the Servicer shall be entitled to limit the frequency of the disclosure of such additional information to not more than four times in a calendar year.

In addition, the Seller has further covenanted with the Issuer and the Note Trustee under the Receivables Purchase Agreement that it will provide the Issuer with all information within its possession or control or capable of being obtained by it which is required for the Seller to comply with Article 7 of the Securitisation Regulation.

The Issuer will procure that the Cash Manager or another third party will:

(a) prior to the adoption of final disclosure templates in respect of the Transparency Requirements:

  (i) publish a quarterly investor report in respect of each preceding quarter as required by and in accordance with Article 7(1)(e) of the Securitisation Regulation which shall be provided initially in the form of the monthly Investor Reports;

  (ii) publish on a quarterly basis certain asset level information in relation to the Portfolio as required by and in accordance with Article 7(1)(a) of the Securitisation Regulation which shall be provided initially in the form of the monthly Investor Reports;

(b) publish without delay any event-based disclosure as required by Article 7 of the Securitisation Regulation as provided by the Issuer or the Servicer to the Cash Manager and acting on the instructions of the Issuer (or the Servicer on its behalf including in relation to the manner and format of such publication); and

(c) make available copies of the relevant Transaction Documents as the same are required to be disclosed pursuant to Article 7 of the Securitisation Regulation and this Prospectus in final form not later than 5 (five) Business Days following the issuance of the Notes as provided by the Issuer or the Servicer to the Cash Manager and acting on the instructions of the Issuer (or the Servicer on its behalf).

Following the adoption of the final disclosure templates in respect of the Transparency Requirements (the date of such adoption, the "**SR Reporting Effective Date**"), the Issuer (or the Servicer on its behalf) will propose in writing to the Cash Manager the form, content, method of distribution and frequency of the reporting contemplated under the Cash Management Agreement. The Cash Manager shall consult with the Issuer and the Servicer with a view to agreeing such reporting and if it agrees, enter into an amendment agreement to the Cash Management Agreement to give effect to the new reporting terms. To the extent agreed by the Cash Manager, the Cash Manager shall make the reports in the form agreed in accordance with the Cash Management Agreement available at https://www.loanbyloan.eu, which shall be accessible by investors, competent authorities and, upon request, potential investors and firms that generally provide services to investors, for as long as the Notes are outstanding. If the Cash Manager does

not agree on the terms of reporting, the Issuer (or the Servicer on its behalf) shall appoint another entity to make the relevant information available to the competent authorities, any Noteholder and, upon request any potential investor in the Notes and firms that generally provide services to investors.

Each prospective investor is, however, required to independently assess and determine the sufficiency of the information described above and in this Prospectus generally for the purposes of complying with Article 5 of the Securitisation Regulation and none of the Issuer, the Joint Lead Managers or the Seller make any representation that the information described above or in this Prospectus is sufficient in all circumstances for such purposes. In addition, each prospective Noteholder should ensure that they comply with the implementing provisions in respect of Article 5 of the Securitisation Regulation in their relevant jurisdiction.

Prospective investors who are uncertain as to the requirements which apply to them in respect of their relevant jurisdiction should seek guidance from their regulator.

For further information on the requirements referred to above and the corresponding risks, please refer to the Risk Factor entitled "*Basel Capital Accord and regulatory capital requirements*".

U.S. Risk Retention

The transaction is not intended to involve the retention by a sponsor of at least five per cent. of the credit risk of the securitised assets for the purposes of compliance with the final rules promulgated under Section 15G of the Securities Exchange Act of 1934, as amended (the U.S. Risk Retention Rules). Instead, for these purposes, the intention is to rely on an exemption for certain non-U.S. transactions provided for in Section __ 20 of the U.S. Risk Retention Rules. Therefore, in order to ensure that the transaction falls within this exemption, the Notes offered and sold by the Issuer may not be purchased by, or for the account or benefit of, persons except for: (a) persons that are not "U.S. persons" (as defined in the U.S. Risk Retention Rules); and (b) persons that have obtained a U.S. Risk Retention Waiver from the Seller. See "*Risk Factors –U.S. Risk Retention*".

INFORMATION REGARDING THE POLICIES AND PROCEDURES OF THE ORIGINATOR

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

(a) criteria for the granting of credit and the process for approving, amending, renewing and re-financing credits, as to which please see the information set out in the section of this Prospectus headed "*Eligibility Criteria*" and the Sections of this Prospectus headed "*Origination and Underwriting"* and *"Collections & Recovery (C&R)*";

(b) systems in place to administer and monitor the various credit-risk bearing portfolios and exposures, as to which we note that the Portfolio will be serviced in line with the usual servicing procedures of the Originator – please see further the section of this Prospectus headed "*Description of Certain Transaction Documents – Servicing Agreement*";

(c) adequate diversification of credit portfolios given the Originator's target market and overall credit strategy, as to which, in relation to the Portfolio, please see the section of this Prospectus headed "*Characteristics of the Portfolio*"; and

(d) policies and procedures in relation to risk tolerance and provisioning, as to which please see further the section of this Prospectus headed - "*Description of Certain Transaction Documents – Servicing Agreement*" and the section of this Prospectus headed "*Eligibility Criteria*".

OVERVIEW OF THE UK ASSET FINANCE MARKET

Asset Finance

The market for equipment acquisition is increasingly seeing a shift from ownership to asset-based finance models, leading to an expanding asset finance market in Europe and in the United Kingdom. Businesses can typically choose from three financing methods for equipment acquisition: i) purchase with cash, ii) applying for a loan/using bank overdraft, or iii) through the use of asset financing (e.g. operating leases, hire purchases and or financial leases). Asset finance is becoming more widespread, as it can enable off-balance sheet treatment, the tax deductibility of lease instalments, costs to be matched with usage and limited risk for obsolescence.

Vendor Finance

Asset finance is typically offered by banks (including bank subsidiaries), (fleet) leasing companies or directly from the asset manufacturer (so-called 'captive') itself. A captive financing program involves a large manufacturer establishing its own asset financing program in-house in order to integrate this with its sales delivery. Such a program typically requires significant investments in infrastructure. Since financing is traditionally not at the core of a manufacturer's business, it will have to hire additional resources. Furthermore, these companies would also have to leverage their own balance sheet in order to finance their portfolio of leased equipment assets. Therefore many manufacturers choose vendor financing, in which they partner with a dedicated third party that provides the financing for the end-consumer enabling the purchase of the asset. Besides providing capital to customers seeking to finance equipment, vendor financing can also involve the full administrative process of credit underwriting, billing & collection and the full asset cycle.

Trends

Customer needs in the equipment market are evolving from ownership towards a model with just-in-time access to equipment. Manufacturers are therefore increasingly looking to provide end-users with new financial solutions to pay for equipment as they use it. To set up these financing solutions strong integration between the financing provider and the manufacturer is needed.

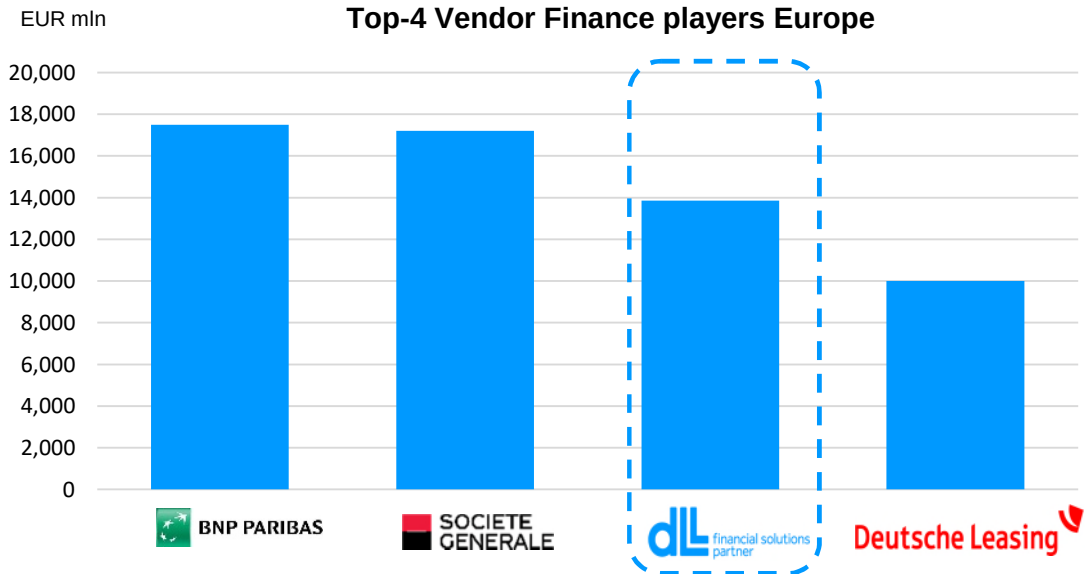
DLL

DLL is Rabobank's vendor leasing subsidiary (total portfolio size EUR 32.2 bn[3]). Active since 1969, it provides flexible products in the field of asset financing worldwide to facilitate manufacturers' and distributors' sales in 35 countries. DLL is distinctive in a competitive market environment through its innovative financing programmes and strong long-term partnerships with key manufacturers. Whereas other vendor finance providers have a dominant focus on Europe, DLL is the only company operating a dedicated vendor financing model on a global level. During the 14th annual Leasing Life Conference in November 2018, DLL was awarded the 2018 Vendor Finance Provider Award. Since its sale of mobility solutions entity Athlon Car Lease in 2016, DLL has further increased its focus on providing vendor finance.

[3] Source: Rabobank Interim Report 1H 2018

European Asset Finance Market

The total European asset finance market is estimated to amount around EUR 277 bn by the end of 2016.[4] This ranking compiles various European providers of asset finance, including providers of auto leases, in which DLL consistently ranks no.3. The five main players account for 32% of the market. By concentrating solely on vendor finance providers thereby excluding auto leases and auto captives, DLL remains in third place for the European market[5] (see chart below).

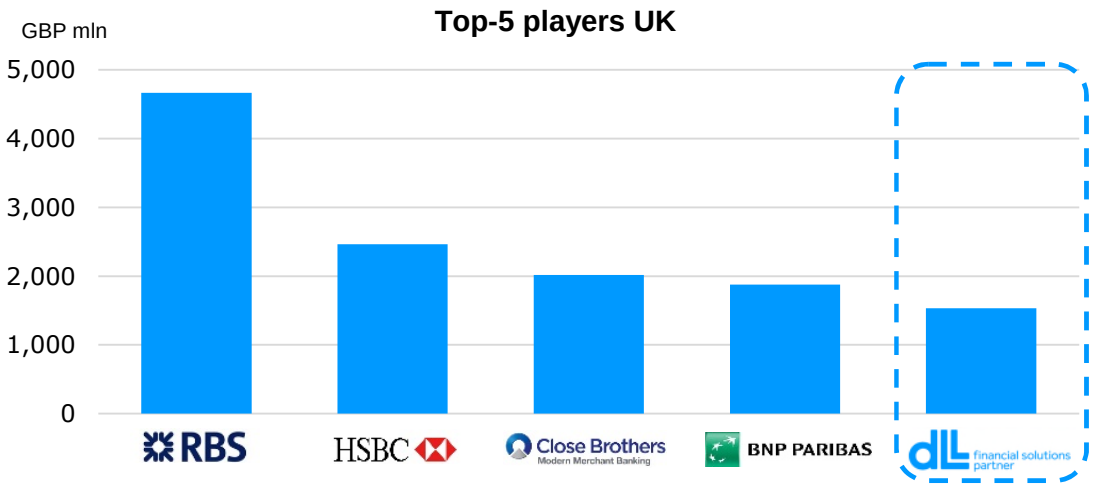


[4] Source: "Asset Finance 50" – 2017 published by Asset Finance International and Asset Finance Policy

[5] Outstanding portfolio book sizes solely for vendor/equipment finance (excluding auto leasing and auto captives). Sources: financial statements 2017, except for Deutsche Leasing for which 2016 statements have been used. ALD (Société Générale) and Arval (BNP Paribas) have not been incorporated in the statistics. For DLL only the European exposure has been taken into account for this comparison (49 per cent of total book by year-end 2017).

UK Asset Finance Market

The UK market is widely regarded as one of the largest asset finance markets within Europe. According to data from the Finance and Leasing Association (FLA) the UK market amounts almost £32 billion. Main street banks still dominate the top-5[6], with DLL being the 5th largest player in the UK; the remainder of the market is relatively fragmented, with captives, fleet leasing companies and regional lenders operating in this market. Looking back over the last few years, the dominance of the large (bank) players has decreased in favour of some new challenger banks. A trend which is in line with the strategy of many main street banks to bring down their structured finance portfolios.



[6] Excluding pure UK fleetlease companies and auto captives.

CHARACTERISTICS OF THE PORTFOLIO

1. THE PORTFOLIO

The Portfolio consists of Receivables that are equipment lease agreements, contract-hire agreements and hire-purchase agreements originated by the Seller as sole originator either directly or through its partners. Such partners include manufacturers, suppliers, dealers and brokers of the Equipment (the "**Vendors**"), whose customers require the financing services of the Seller. The Seller acquires the Equipment from the Vendors and makes them available for use by the Obligors by entering into Underlying Agreements with the relevant Obligors.

Under each Underlying Agreement, the Seller is entitled to receive a periodic rent (e.g. the lease rental) as consideration for the use of the Equipment until the Underlying Agreement matures. The amount of the rental payable by the Obligor depends on a number of factors including the purchase price of the Equipment payable to the Vendors and whether the Seller assumes any residual value risk of the Equipment.

The rental payable under the Underlying Agreements which form part of the Purchased Receivables consists of the following components:

1. ***Principal Component***: the Principal Component of each Receivable represents the part of the rental allocated to cover the purchase price of the relevant Equipment paid to the Vendor;

2. ***Revenue Component***: the Revenue Component of each Receivable represents the part of the rental allocated to cover the cost for the Seller to finance the Equipment in relation to the period of the Underlying Agreement (including the cost of funds and the overhead cost), and also the margin representing the profitability for the Seller; and

3. ***Value Added Tax component***: the VAT Component of each Receivable represents the Value Added Tax payable in connection with the Underlying Agreements which is charged to the Obligor.

For purposes of the Portfolio, the Principal Component and the Revenue Component will be part of the Purchased Receivables but the VAT Component will be an Excluded Amount.

1.1 Standard Form Contracts

The Receivables included in the Portfolio are originated under the Seller's Standard Form Agreements. The Standard Form Agreements contain standard rental terms and consist of the following types of contracts.

1.2 Lease Agreements

The Lease Agreements may be a fixed term lease or a minimum term lease. For a minimum term lease, the term automatically extends at the end of the specified minimum term and the Obligor continues to pay Secondary Rental Payments under the Lease Agreement (the "**Secondary Rental Period**") until such time as the relevant Obligor provides prior written notice of its intention to terminate the Secondary Rental Period. The Secondary Rental Payments do not form part of the Purchased Receivables or the Ancillary Rights. Under the Lease Agreements, the title of the Equipment remains with the Seller and the Equipment must be returned to the Seller at the end of the lease period.

The Lease Agreements are either unregulated or regulated by the CCA. The same form of Lease Agreements are used for both finance leases and operating leases where the Seller bears the residual value risk of the relevant Equipment.

1.3 Contract Hire Agreements

The Contract Hire Agreements are substantially similar to the Lease Agreements in relation to the terms and conditions during the contractual term, except the Obligor is charged excess usage rental if the Obligor uses the Equipment above the agreed maximum usage. Such excess usage rental does not form part of the Purchased Receivables or the Ancillary Rights.

Similar to the Lease Agreements, the Contract Hire Agreements are either unregulated or regulated by the CCA. The same form of Contract Hire Agreements are used for both operating and finance leases.

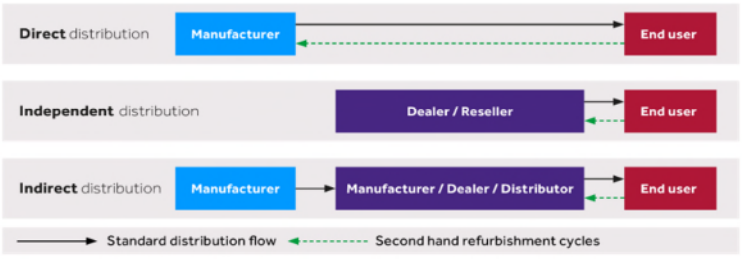
1.4 Hire Purchase Agreements

At the end of the term of the relevant Hire Purchase Agreements, the Obligor may choose to pay a final payment to purchase the relevant Equipment. The final payment is often agreed with the Obligor at the time the relevant Hire Purchase Agreement is signed, and is often a nominal amount. Upon payment in full of such final payment, title to the relevant Equipment is then transferred to the Obligor. If the Obligor does not pay the final payment, the Equipment may be returned to the Seller and title to such Equipment will remain with the Seller.

The Hire Purchase Agreements offered by the Seller are either unregulated or regulated by the CCA.

2. ORIGINATION AND UNDERWRITING

The Originator's client base consists of legal entities located in the United Kingdom, corporate and public-sector entities or small and medium enterprises or partnerships conducting a profession, or an enterprise located in the United Kingdom. The Originator's financing products are sold through the vendor/manufacturer/dealer distribution channels with active account management towards the vendors to encourage renewal business with the Originator.

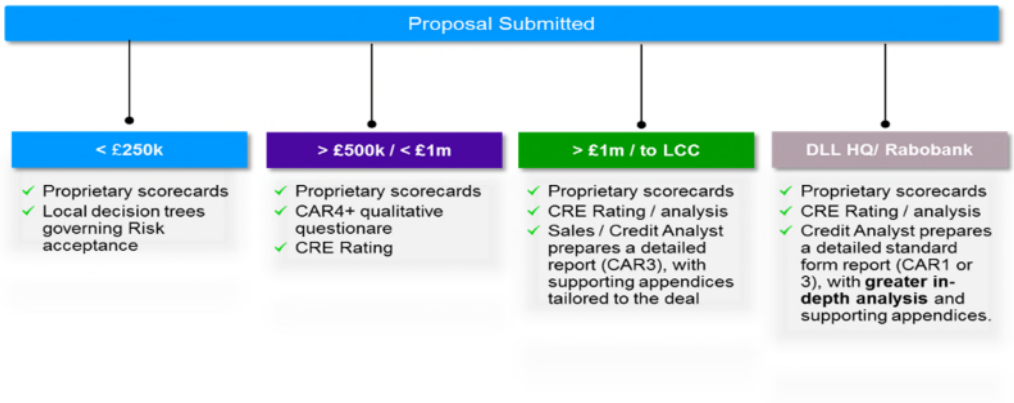


The Originator's Credit Policy is derived from the DLL Corporate Credit Risk Management Policy, which in turn is based on the Rabobank Credit Manual. This is implemented at the Originator through the Local Risk Committee and shared with the departments via a Policy library. These are reviewed regularly (at least every 12 months) and discussed with the central HQ risk team. In addition, specific Risk Acceptance Criteria (RACs) are developed for the industry verticals or large global vendors, the Originator is servicing. These RACs are developed by the central DLL Industry Risk team and contain guidelines with

certain hard criteria related to the specific nature of the industry vertical. RACs are implemented via the Local Credit Committee and contain the internal guidelines in respect of the acceptance of clients and suppliers. The RACs are periodically reviewed.

The Originator's vendor/dealer partners initiate the credit proposals, by entering the deals in DLL's point-of-sale system e-CS. This is then routed automatically to the DLL auto-decision engine. Based on the applicable score card, certain decision rules and a maximum system approval authority, the system is able to take a decision, which can be accept, decline or refer. In case of refer or an appeal towards a system decline, the credit application will be picked up by the local credit department of the Originator.

The credit applications/proposals are routed according to the following structure:



Once applications go into the manual process at the local credit department, a risk evaluation will be made and subsequently a decision or recommendation will be made. The risk evaluation includes the following:

- Customer Due Diligence;
- Statistically Derived Scoring & Financial Statement Analysis;
- Equipment Characteristics & Value development, Business Critical purposes & Equipment Risks;
- Industry & sector trends;
- Macro-economic outlook & regional/local economic conditions;
- Partner Profile

The level of detail in a Credit Application Report (CAR) will depend on the nature and size of the application. In case of an application and/or a total exposure of the obligor of more than £ 500K, the local credit department will generate a Risk Rating and corresponding Probability of Default (PD) from the Rabobank Credit Rating Engine (CRE). The CRE assigns a performing rating of 1 – 20 with an exponential PD scale to the obligor. Within the Rabobank Group only one CRE rating can exist for an obligor. The rating is based on both quantitative and qualitative information, which is entered in the CRE by the analyst, is manually refreshed at least every 12 months and overrides the PD calculated by the DLL score card.

Depending on the exposure, a stacked approval matrix is followed, whereby: over £ 1M the proposal will be approved or declined by the authorised member of the local credit department; up to £ 10M, at least two members of the Originator's credit risk team; and above £ 10M by the local credit committee/DLL Corporate Risk department/Rabobank.

In certain cases additional security (such as a guarantee - either bank or parent guarantee or deposit, a down payment or a letter of comfort) will be required. When all necessary approvals and requirements are

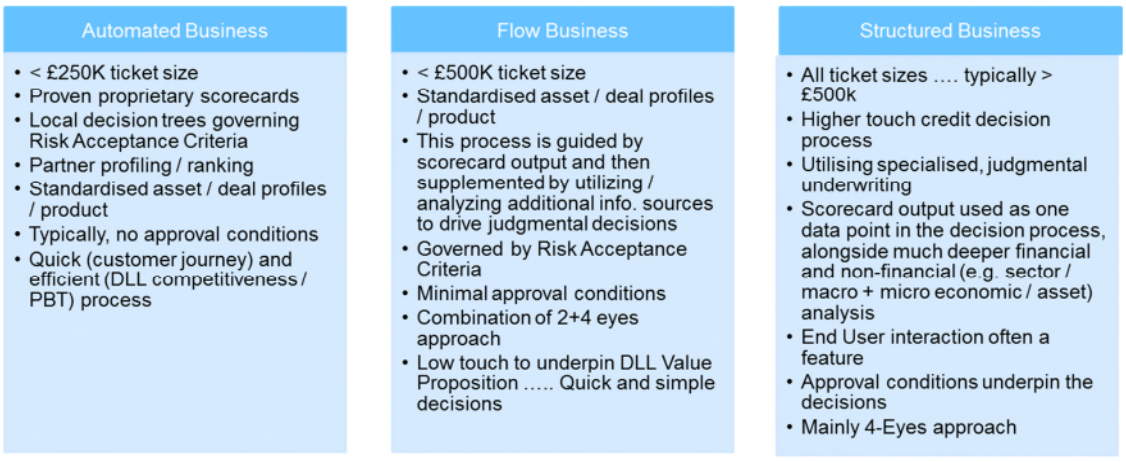
received, a contract will be prepared and following receipt of an acceptance certificate by the obligor, the vendor is paid for the equipment by DLL and via this DLL gets title to the equipment/ownership depending on the contract type.

Applications up to £ 250K, which qualify as "Automated Business" are proposed and a credit decision is taken via e-CS system, a proposal management system, and evaluated through the DLL proprietary Scorecards and Decision Rules, which are periodically reviewed, back tested and finally approved by the Dutch Central Bank. This system checks that the business of an applicant is not prohibited by DLL policies, compliance requirements are met and that the applicant is not on credit watch lists. The system retrieves its data from Experian and DLL's own information (such as payment performance of the relevant existing Obligors).

The application is first run through policy rules after which, once these are passed, it will be scored via the Score Card. The system will then prepare a risk evaluation and subsequently take a decision (Approve/Decline/Refer). The assessment and risk evaluation will assess the application through one of eight scorecards. The scorecard used is determined by the entity type (incorporated, unincorporated/consumer) and/or industry type.

The risk evaluation includes:

- exposure (amount);
- asset type;
- key financial data of the company (if the applicant is incorporated);
- key (personal) credit information (where the applicant in unincorporated). This information is derived from Experian and relates to other payment performance, year of incorporation, etc.;
- the payment behaviour under other contracts (existing clients only);
- examination of DLL/Rabobank's credit watch list; and
- the Originator rating, being the Originator's internally developed rating model that is used to assess creditworthiness of these customers and which is generated through the scorecards and predicts a client's probability of default.



When applications are between £ 250K – 500K (but also below £ 250K when they do not meet the "Automated Business" criteria), they are considered Flow Business, which is a manual underwriting process, but is designed to realise competitive turn-around decision times. This means that underwriters will take a decision based on the available system information supplemented by additional (usually financial) information, while:

- the asset/equipment is standard: approved by DLL Asset Management and within the vendor program;
- the deal profile is standard: approved rates, term, DLL T&C's, RV (if applicable), etc.;
- the legal structure/product is standard: approved structures, such as Hire Purchase, Financial Lease.

Applications above £ 500K are routed via the described judgemental approach above.

Following the approval, the file is picked up by DLL Business Support in order to proceed from approval to activation of the contract.

Business Support has clear responsibilities in this such as: (i) ensure the quality and **enforceability** of documents; (ii) **verify** approval conditions; (iii) issue purchase orders and Track Purchase Order to funding closing process; (iv) **complete fraud checks**; (v) enter transactional data into the system and prepare invoicing templates; (vi) execute finance documents and package files for scanning; and (vii) authorise contract funding within authority matrix.

3. COLLECTIONS & RECOVERY (C&R)

3.1 Collection of Lease Receivables by DLL

Based on the contracted payment schedule, DLL's contract management system (ILS) will generate invoices which are sent to the obligor 45 days in advance of due date.

Invoicing Methods	Payment Methods
• 72.8% of our portfolio is paper invoice sent through an external party • 26.9% of our portfolio are invoices in PDF emailed to end users • 0.3% of our portfolio are EDI and portal invoices	• 91.5% of our total portfolio is on recurring direct debit • 8.5% of our total portfolio is paid by cheque or directly into our bank via electronic payments or standing orders • DLL UK does not accept cash payment

As is clear from above, obligors largely pay by direct debit. This is the standard payment method at DLL, especially for the SME obligors. This enables a close follow up of any bounced payments and early identification of any payment issues at an obligor.

All collection activity is configured and supported in DLL UK's 'OnGuard' collection tool. This is an off the shelf application, which is a rules based engine and is configured to manage collections activity and workflow. This is the standard collection tool for DLL entities within Europe. OnGuard holds all accounts in the DLL UK customer portfolio.

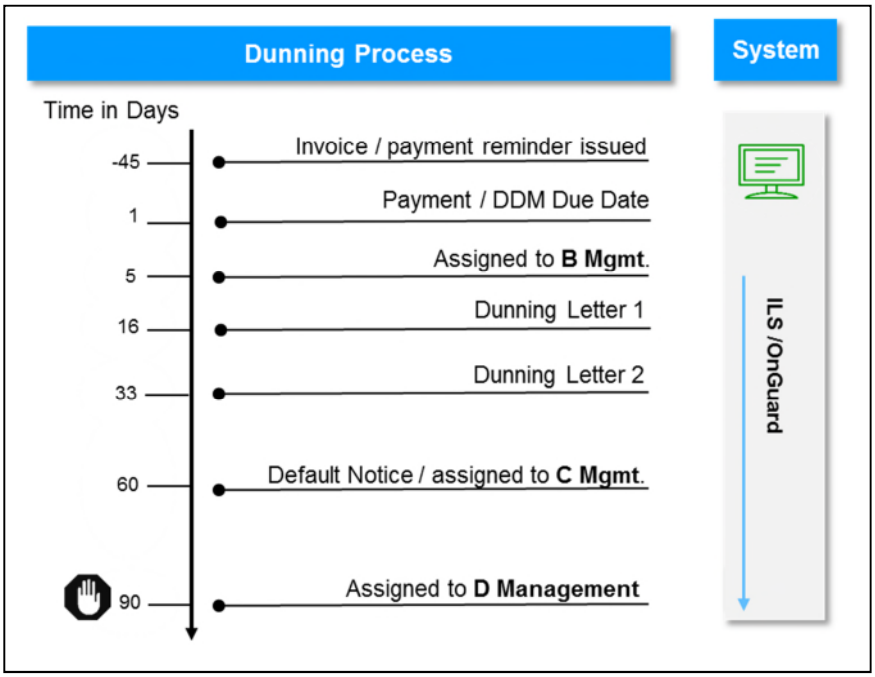
DLL UK's collection process is based on so-called Management Codes (A – G).

- A-management relates to contracts with technical arrears, such as disputed invoices. A clear A-management protocol is in place to resolve the technical arrears as soon as possible. When A-management arrears are older than 30 days, they have to be reported to the C&R management with a resolution;

- B-management relates to contracts with arrears which are 5 – 60 days outstanding;

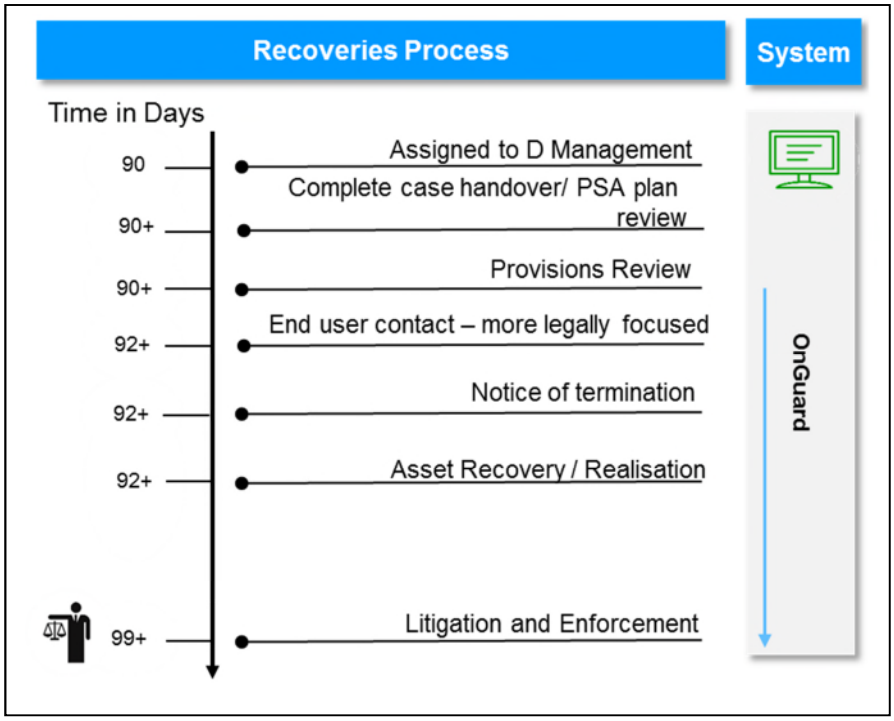
- C-management relates to contracts with arrears which are 61 – 90 days outstanding;
- D-management relates to contracts with arrears which are >90 days outstanding;
- F-management relates to contracts which have been terminated and asset has been recovered;
- G-management relates to contracts which have been terminated, for which an asset has been sold and if needed possible other securities are being executed.

The C&R process within DLL UK is split between Collections/Dunning process (up to 90 days) and Recovery process (after 90 days) The 90 days is the trigger at which DLL (ultimately) will set a provision for the account and the account being transferred to the Recovery team.



DLL UK sends an invoice to each obligor 45 days in advance of a due date. After the due date the contract management system ILS exports all accounts with arrears to OnGuard and the dunning process starts. Besides the fixed days on which a system action is triggered (see graph above), OnGuard also generates multiple actions for the collections team, such as reminder calls, emails and case reviews. All actions are aimed at getting a promise to pay from the obligor and clearing the overdue status. In this process, the collections team will also, if needed and relevant, contact the vendor partner to get more information on the situation at the obligor. In case, the obligor does not want to pay due to a dispute, the A-management protocol is followed in order to solve the dispute as quickly as possible and take away the reason for non-payment. As this could also hide inability to pay due to liquidity issues, these accounts are monitored closely and collectors need to report after 30 days to the C&R management on when it is expected that the dispute will be solved. On day 60, the system generates a default notice to the obligor and this is followed up by another phone call action. If no payment has been received ultimately by day 90, the obligor is transferred to the Recovery team. In case the collector is earlier in the process of

the opinion that the obligor will not pay, the collector will transfer the obligor to the Recovery team by a manual intervention at that moment.



Following the decision to transfer the case to recovery, the collectors will do a file handover and a Problem, Solution & Action (PSA) plan is created and/or reviewed. DLL will according to its Provisioning policy determine what the correct required provision is that needs to be taken on the account. The Recovery Specialist will take up contact with the obligor and discuss the options. In case it is clear that the obligor will not be able to fulfil the obligations towards DLL, a notice of termination will be sent to the obligor, formally terminating the contract. Following termination of the contract, the repossession process of the equipment will start. DLL Asset Management will manage and organise the required repossession (depending on equipment type, this could involve different (external) parties. Following repossession, the asset will be remarketed by DLL Asset Management in which, (again depending on the equipment type) different parties will be involved. After the equipment has been remarketed, the proceeds will be used to cover the remaining principal balance and when applicable the residual value. When the proceeds of the equipment remarketing are insufficient to cover the principal balance, DLL will decide whether further litigation and enforcement of other security is executed to recover the remaining balance.

4. POOL SIZE AND CHARACTERISTICS OF THE PORTFOLIO AS AT THE CUT-OFF DATE

The following tables set out the Aggregate Receivables Principal Balance based on the payments under all Underlying Agreements and Equipment which, as at the date of this Prospectus, are included in the Portfolio as at the Cut-Off Date, as well as the total number of such Underlying Agreements and related Equipment together with information as to their distribution (by Obligors) across various industries, geographic location, legal form and concentration, together with other characteristics.

The Underlying Agreements and the relevant Equipment used for the purposes of the tables below were selected on the Cut-Off Date and based on information available on such date. The information contained in these tables has not been updated to reflect the composition of the pool on the Closing Date.

1. Key Characteristics

Cut-off date		28 February 2019
Outstanding Balance:	£	349,713,802.91
Outstanding Lease Receivables Balance	£	349,713,802.91
Securitised Residual Value Balance	£	-
Outstanding Balance with Balloon Payment	£	18,366,029.00
Average Outstanding Balance	£	18,893.24
Number of Contracts		18,510
Number of Obligors		15,117
Coupon Weighted Average (based on balance incl. residual value):		4.93
Max coupon		8.99
Min coupon		3.02
Original Term in Months (weighted average)		53.50
Seasoning in Months (weighted average)		17.92
Remaining Term in Months (weighted average)		35.57
Max region concentration		12.0%
Obligor concentration:		
Top 1		0.8%
Top 5		3.6%
Top 50		11.3%

2. Business Unit (DLL)

Description		Current Outstanding Balance	% of Total	Aggregate # of Contracts	% of Total		Balloon Payments
Healthcare	£	35,332,283.71	10.10%	1,654	8.94%	£	71,569.33
Construction, Transportation & Industrial	£	150,949,988.48	43.16%	5,293	28.60%	£	5,073,481.27
Food & Agri	£	163,431,530.72	46.73%	11,563	62.47%	£	1,871,359.92
Total	£	349,713,802.91	100.00%	18,510	100.00%	£	7,016,410.52

3. Collateral Type (DLL)

Description		Current Outstanding Balance	% of Total	Aggregate # of Contracts	% of Total		Balloon Payments
Transport	£	25,210,260.10	7.21%	638	3.45%	£	732,580.34
Agri	£	161,774,094.22	46.26%	11,456	61.89%	£	1,845,839.92
Construction	£	110,316,713.34	31.54%	3,412	18.43%	£	4,258,623.06
Healthcare	£	35,332,283.71	10.10%	1,654	8.94%	£	71,569.33
Materials Handling	£	17,080,451.54	4.88%	1,350	7.29%	£	107,797.87
Inventory	£	-	0.00%	-	0.00%	£	-
Total	£	349,713,802.91	100.00%	18,510	100.00%	£	7,016,410.52

4. Business Sector (Basel III)

Description		Current Outstanding Balance	% of Total	Aggregate # of Contracts	% of Total		Balloon Payments
Corporate	£	33,730,832.17	9.65%	410	2.22%	£	2,565,512.95
Retail	£	314,856,121.57	90.03%	18,077	97.66%	£	4,423,897.57
SME treated as Corporate	£	1,126,849.17	0.32%	23	0.12%	£	27,000.00
Total	£	349,713,802.91	100.00%	18,510	100.00%	£	7,016,410.52

5. Contract Type

Description		Current Outstanding Balance	% of Total	Aggregate # of Contracts	% of Total		Balloon Payments
Finance Lease	£	41,543,249.81	11.88%	1,471	7.95%	£	1,508,089.37
Operating Lease	£	11,762,266.69	3.36%	627	3.39%	£	-
Hire Purchase	£	296,408,286.41	84.76%	16,412	88.67%	£	5,508,321.15
Total	£	349,713,802.91	100.00%	18,510	100.00%	£	7,016,410.52

6. New/Used Assets

Description		Current Outstanding Balance	% of Total	Aggregate # of Contracts	% of Total		Balloon Payments
New	£	279,189,960.45	79.83%	14,429	77.95%	£	6,018,846.65
Used	£	65,046,202.32	18.60%	3,875	20.93%	£	945,796.88
Other	£	5,477,640.14	1.57%	206	1.11%	£	51,766.99
Total	£	349,713,802.91	100.00%	18,510	100.00%	£	7,016,410.52

7. Current Principal Balance

From (>) Until (<=)		Current Outstanding Balance	% of Total	Aggregate # of Contracts	% of Total		Balloon Payments
<= 5,000	£	14,281,172.27	4.08%	5,489	29.65%	£	11,162.78
5,000 - 10,000	£	29,784,655.33	8.52%	4,078	22.03%	£	62,192.28
10,000 - 15,000	£	32,078,098.17	9.17%	2,613	14.12%	£	133,205.21
15,000 - 20,000	£	27,934,549.04	7.99%	1,612	8.71%	£	144,898.44
20,000 - 25,000	£	23,054,383.14	6.59%	1,032	5.58%	£	227,766.81
25,000 - 50,000	£	81,161,194.29	23.21%	2,347	12.68%	£	1,321,692.26
50,000 - 75,000	£	35,998,355.53	10.29%	594	3.21%	£	740,607.06
75,000 - 100,000	£	23,226,338.31	6.64%	271	1.46%	£	696,376.65
100,000 - 150,000	£	33,001,370.52	9.44%	269	1.45%	£	501,362.51
150,000 - 200,000	£	18,613,104.49	5.32%	108	0.58%	£	408,351.11
200,000 - 250,000	£	7,766,842.04	2.22%	35	0.19%	£	152,023.60
250,000 - 300,000	£	7,457,384.29	2.13%	27	0.15%	£	804,985.50
300,000 - 350,000	£	2,235,272.67	0.64%	7	0.04%	£	318,057.13
350,000 - 400,000	£	3,356,800.87	0.96%	9	0.05%	£	-
400,000 - 450,000	£	1,295,024.30	0.37%	3	0.02%	£	126,120.00
450,000 - 500,000	£	4,313,629.76	1.23%	9	0.05%	£	1,000,205.31
500,000 - 550,000	£	1,026,118.17	0.29%	2	0.01%	£	-
550,000 - 600,000	£	1,156,906.31	0.33%	2	0.01%	£	-
600,000 - 650,000	£	1,263,296.50	0.36%	2	0.01%	£	231,920.00
650,000 - 700,000	£	-	0.00%	-	0.00%	£	-
700,000 - 750,000	£	709,306.91	0.20%	1	0.01%	£	135,483.87
750,000 - 800,000	£	-	0.00%	-	0.00%	£	-
800,000 - 850,000	£	-	0.00%	-	0.00%	£	-
850,000 - 900,000	£	-	0.00%	-	0.00%	£	-
900,000 - 950,000	£	-	0.00%	-	0.00%	£	-
950,000 - 1,000,000	£	-	0.00%	-	0.00%	£	-
> 1,000,000	£	-	0.00%	-	0.00%	£	-
Total	£	349,713,802.91	100.00%	18,510	100.00%	£	7,016,410.52

8. Interest Rate

From (>) Until (<=)		Current Outstanding Balance	% of Total	Aggregate # of Contracts	% of Total		Balloon Payments
<= 3.0%	£	-	0.00%	-	0.00%	£	-
3.0% - 3.5%	£	5,436,225.12	1.55%	153	0.83%	£	594,943.45
3.5% - 4.0%	£	43,079,805.60	12.32%	1,118	6.04%	£	1,591,093.01
4.0% - 4.5%	£	67,499,669.18	19.30%	3,081	16.65%	£	1,454,858.70
4.5% - 5.0%	£	89,014,343.53	25.45%	4,161	22.48%	£	1,778,230.65
5.0% - 5.5%	£	63,686,717.30	18.21%	3,940	21.29%	£	1,097,454.78
5.5% - 6.0%	£	41,058,098.36	11.74%	2,927	15.81%	£	288,519.37
6.0% - 6.5%	£	25,634,685.49	7.33%	1,959	10.58%	£	145,838.54
6.5% - 7.0%	£	8,363,290.28	2.39%	709	3.83%	£	27,251.92
> 7.0%	£	5,940,968.05	1.70%	462	2.50%	£	38,220.10
Total	£	349,713,802.91	100.00%	18,510	100.00%	£	7,016,410.52

9. Origination Year

Description		Current Outstanding Balance	% of Total	Aggregate # of Contracts	% of Total		Balloon Payments
<= 2012	£	-	0.00%	-	0.00%	£	-
2013	£	1,762,958.92	0.50%	51	0.28%	£	162,141.13
2014	£	7,775,993.26	2.22%	678	3.66%	£	353,674.38
2015	£	22,674,627.31	6.48%	1,521	8.22%	£	943,260.92
2016	£	44,584,002.79	12.75%	3,097	16.73%	£	640,581.78
2017	£	111,861,670.27	31.99%	6,314	34.11%	£	1,960,997.49
2018	£	161,054,550.36	46.05%	6,849	37.00%	£	2,955,754.82
2019	£	-	0.00%	-	0.00%	£	-
Total	£	349,713,802.91	100.00%	18,510	100.00%	£	7,016,410.52

10. Seasoning

From (>) Until (<=)		Current Outstanding Balance	% of Total	Aggregate # of Contracts	% of Total		Balloon Payments
<= 1 year	£	148,821,264.27	42.56%	6,322	34.15%	£	2,667,303.38
1 year - 2 years	£	120,737,192.88	34.52%	6,620	35.76%	£	2,202,602.33
2 years - 3 years	£	45,291,921.33	12.95%	3,206	17.32%	£	687,428.38
3 years - 4 years	£	24,811,735.40	7.09%	1,572	8.49%	£	943,260.92
4 years - 5 years	£	8,277,368.12	2.37%	735	3.97%	£	353,674.38
> 5 years	£	1,774,320.91	0.51%	55	0.30%	£	162,141.13
Total	£	349,713,802.91	100.00%	18,510	100.00%	£	7,016,410.52

11. Expected Maturity Date

Description		Current Outstanding Balance	% of Total	Aggregate # of Leases	% of Total		Balloon Payments
<= 2018	£	-	0.00%	-	0.00%	£	-
2019	£	17,525,001.11	5.01%	3,961	21.40%	£	368,464.62
2020	£	66,834,216.97	19.11%	5,677	30.67%	£	1,498,212.11
2021	£	93,658,953.26	26.78%	4,177	22.57%	£	1,697,634.38
2022	£	81,203,917.26	23.22%	2,667	14.41%	£	1,158,702.76
2023	£	66,745,121.32	19.09%	1,728	9.34%	£	1,786,281.34
2024	£	12,455,966.09	3.56%	202	1.09%	£	470,129.46
2025	£	9,228,048.62	2.64%	84	0.45%	£	36,985.85
2026	£	2,062,578.28	0.59%	14	0.08%	£	-
>=2027	£	-	0.00%	-	0.00%	£	-
Total	£	349,713,802.91	100.00%	18,510	100.00%	£	7,016,410.52

12. Remaining Term

From (>) Until (<=)		Current Outstanding Balance	% of Total	Aggregate # of Contracts	% of Total		Balloon Payments
<= 1 year	£	24,462,064.31	6.99%	4,869	26.30%	£	543,093.93
1 year - 2 years	£	69,644,447.26	19.91%	5,370	29.01%	£	1,543,143.79
2 years - 3 years	£	93,656,499.35	26.78%	3,930	21.23%	£	1,591,509.28
3 years - 4 years	£	82,884,946.85	23.70%	2,594	14.01%	£	1,704,635.95
4 years - 5 years	£	56,822,221.21	16.25%	1,480	8.00%	£	1,165,934.36
5 years - 6 years	£	12,840,429.04	3.67%	179	0.97%	£	431,107.36
6 years - 7 years	£	7,866,586.58	2.25%	78	0.42%	£	36,985.85
7 years - 8 years	£	1,536,608.31	0.44%	10	0.05%	£	-
8 years - 9 years	£	-	0.00%	-	0.00%	£	-
9 years - 10 years	£	-	0.00%	-	0.00%	£	-
> 10 years	£	-	0.00%	-	0.00%	£	-
Total	£	349,713,802.91	100.00%	18,510	100.00%	£	7,016,410.52

13. Lease Currency Denomination

Description		Current Outstanding Balance	% of Total	Aggregate # of Contracts	% of Total		Balloon Payments
GBP	£	349,713,802.91	100.00%	18,510	100.00%	£	7,016,410.52
Total	£	349,713,802.91	100.00%	18,510	100.00%	£	7,016,410.52

14. Lease Installments

From (>) Until (<=)		Current Outstanding Balance	% of Total	Aggregate # of Contracts	% of Total		Balloon Payments
<= 500	£	52,748,138.49	15.08%	7,930	42.84%	£	764,053.53
500 - 1000	£	68,755,478.38	19.66%	4,085	22.07%	£	1,083,354.74
1,000 - 1,500	£	42,821,915.48	12.24%	1,640	8.86%	£	735,752.24
1,500 - 2,000	£	28,795,948.53	8.23%	904	4.88%	£	350,198.09
2,000 - 3,000	£	36,067,551.33	10.31%	1,044	5.64%	£	626,627.79
3,000 - 4,000	£	24,173,140.23	6.91%	647	3.50%	£	544,994.15
4,000 - 5,000	£	18,649,507.06	5.33%	462	2.50%	£	391,372.33
5,000 - 6,000	£	13,229,592.09	3.78%	401	2.17%	£	60,000.00
6,000 - 7,000	£	12,246,938.64	3.50%	318	1.72%	£	530,896.32
7,000 - 8,000	£	9,028,752.21	2.58%	219	1.18%	£	204,577.74
8,000 - 9,000	£	7,050,812.84	2.02%	153	0.83%	£	376,802.76
9,000 - 10,000	£	7,447,259.47	2.13%	135	0.73%	£	537,348.40
10,000 - 11,000	£	3,968,442.11	1.13%	89	0.48%	£	165,483.87
11,000 - 12,000	£	3,608,699.06	1.03%	101	0.55%	£	139,113.83
12,000 - 13,000	£	1,830,515.65	0.52%	46	0.25%	£	40,000.00
13,000 - 14,000	£	3,944,322.23	1.13%	71	0.38%	£	162,141.13
14,000 - 15,000	£	2,068,549.93	0.59%	41	0.22%	£	-
15,000 - 16,000	£	1,877,425.42	0.54%	40	0.22%	£	-
16,000 - 17,000	£	1,188,477.99	0.34%	33	0.18%	£	-
17,000 - 18,000	£	1,156,618.11	0.33%	23	0.12%	£	-
18,000 - 19,000	£	1,244,374.70	0.36%	21	0.11%	£	-
19,000 - 20,000	£	690,062.74	0.20%	16	0.09%	£	-
20,000 - 25,000	£	2,759,062.45	0.79%	40	0.22%	£	-
25,000 - 30,000	£	882,529.48	0.25%	16	0.09%	£	-
30,000 - 35,000	£	670,931.52	0.19%	10	0.05%	£	100,000.00
35,000 - 40,000	£	646,206.48	0.18%	8	0.04%	£	79,250.00
40,000 - 45,000	£	667,223.00	0.19%	5	0.03%	£	124,443.60
45,000 - 50,000	£	-	0.00%	-	0.00%	£	-
> 50,000	£	1,495,327.29	0.43%	12	0.06%	£	-
Total	£	349,713,802.91	100.00%	18,510	100.00%	£	7,016,410.52

15. Payment Type

Description		Current Outstanding Balance	% of Total	Aggregate # of Contracts	% of Total		Balloon Payments
Advance	£	349,713,802.91	100.00%	18,510	100.00%	£	7,016,410.52
Total	£	349,713,802.91	100.00%	18,510	100.00%	£	7,016,410.52

16. Scheduled Payment Frequency

Description		Current Outstanding Balance	% of Total	Aggregate # of Contracts	% of Total		Balloon Payments
Monthly	£	343,289,417.86	98.16%	18,366	99.22%	£	7,016,410.52
Quarterly	£	6,424,385.05	1.84%	144	0.78%	£	-
Total	£	349,713,802.91	100.00%	18,510	100.00%	£	7,016,410.52

17. Payment Method

Description		Current Outstanding Balance	% of Total	Aggregate # of Contracts	% of Total		Balloon Payments
Direct Debit Payment	£	349,713,802.91	100.00%	18,510	100.00%	£	7,016,410.52
Total	£	349,713,802.91	100.00%	18,510	100.00%	£	7,016,410.52

18. Geographic Region - Main Regions

Description		Current Outstanding Balance	% of Total	Aggregate # of Contracts	% of Total		Balloon Payments
Scotland	£	39,322,232.22	11.24%	2,044	11.04%	£	308,723.33
Wales	£	31,175,963.33	8.91%	2,193	11.85%	£	635,316.33
London, England	£	13,210,927.46	3.78%	552	2.98%	£	40,151.59
North East, England	£	11,023,663.89	3.15%	524	2.83%	£	-
East Midlands, England	£	27,792,032.11	7.95%	1,322	7.14%	£	1,351,530.29
East of England	£	35,247,040.49	10.08%	1,704	9.21%	£	921,623.70
Yorkshire and the Humber, England	£	25,714,359.30	7.35%	1,498	8.09%	£	158,406.72
West Midlands, England	£	33,111,889.58	9.47%	1,878	10.15%	£	514,422.86
South East, England	£	41,828,537.03	11.96%	1,777	9.60%	£	1,431,516.98
South West, England	£	34,244,542.99	9.79%	1,958	10.58%	£	672,102.64
North West, England	£	30,670,609.20	8.77%	1,581	8.54%	£	827,234.66
Northern Ireland	£	26,372,005.31	7.54%	1,479	7.99%	£	155,381.42
Total	£	349,713,802.91	100.00%	18,510	100.00%	£	7,016,410.52

19. Geographic Region (Top 10)

Description		Current Outstanding Balance	% of Total	Aggregate # of Contracts	% of Total		Balloon Payments
Aberdeen and Aberdeenshire	£	12,641,049.92	3.61%	424	2.29%	£	40,000.00
North Yorkshire CC	£	10,710,395.77	3.06%	708	3.82%	£	35,204.00
West and South of Northern Ireland (Armagh, Cookstown, Dungannon, Fermanagh, Magherafelt, Newry and Mourne, Omagh)	£	10,640,775.01	3.04%	597	3.23%	£	84,304.42
South West Wales (Ceredigion, Carmarthenshire, Pembrokeshire)	£	8,152,258.67	2.33%	582	3.14%	£	103,395.27
Berkshire	£	8,144,277.85	2.33%	172	0.93%	£	750,359.84
North of Northern Ireland (Ballymoney, Coleraine, Derry, Limavady, Moyle, Strabane)	£	7,641,510.45	2.19%	376	2.03%	£	28,991.32
Devon CC	£	7,415,352.25	2.12%	443	2.39%	£	404,913.38
Lincolnshire CC	£	7,177,751.73	2.05%	363	1.96%	£	168,899.38
Shropshire	£	6,524,613.11	1.87%	440	2.38%	£	51,725.76
Hertfordshire CC	£	5,951,606.06	1.70%	227	1.23%	£	239,791.97
Remaining pool	£	264,714,212.09	75.69%	14,178	76.60%	£	5,108,825.18
Total	£	349,713,802.91	100.00%	18,510	100.00%	£	7,016,410.52

20. Rabobank Risk Rating of Obligor

Description		Current Outstanding Balance	% of Total	Aggregate # of Contracts	% of Total		Balloon Payments
R1	£	-	0.00%	-	0.00%	£	-
R2	£	-	0.00%	-	0.00%	£	-
R3	£	-	0.00%	-	0.00%	£	-
R4	£	-	0.00%	-	0.00%	£	-
R5	£	-	0.00%	-	0.00%	£	-
R6	£	-	0.00%	-	0.00%	£	-
R7	£	893,137.29	0.26%	92	0.50%	£	-
R8	£	59,224.85	0.02%	9	0.05%	£	-
R9	£	7,573,383.49	2.17%	877	4.74%	£	342.10
R10	£	11,193,447.29	3.20%	1,104	5.96%	£	74,929.88
R11	£	26,815,444.45	7.67%	1,949	10.53%	£	573,451.08
R12	£	32,587,484.58	9.32%	2,236	12.08%	£	479,143.76
R13	£	34,519,925.13	9.87%	1,907	10.30%	£	399,339.24
R14	£	48,704,338.58	13.93%	2,184	11.80%	£	1,050,271.51
R15	£	32,156,032.57	9.19%	1,349	7.29%	£	662,076.14
R16	£	59,906,744.20	17.13%	2,209	11.93%	£	1,746,863.67
R17	£	63,094,674.95	18.04%	3,307	17.87%	£	978,043.79
R18	£	21,537,540.34	6.16%	806	4.35%	£	896,718.05
R19	£	10,672,425.19	3.05%	481	2.60%	£	155,231.30
R20	£	-	0.00%	-	0.00%	£	-
D1	£	-	0.00%	-	0.00%	£	-
D2	£	-	0.00%	-	0.00%	£	-
D3	£	-	0.00%	-	0.00%	£	-
D4	£	-	0.00%	-	0.00%	£	-
Total	£	349,713,802.91	100.00%	18,510	100.00%	£	7,016,410.52

21. Collateral Type (Top 50)

Description		Current Outstanding Balance	% of Total	Aggregate # of Contracts	% of Total		Balloon Payments
Planting, Cultivating, Crop Tr	£	33,508,667.84	9.58%	2,665	14.40%	£	101,583.20
Tractors & Materials Handling	£	30,287,223.85	8.66%	1,540	8.32%	£	324,513.90
Materials Handling	£	29,068,093.97	8.31%	2,271	12.27%	£	376,885.34
Earth Moving Equipment	£	28,313,384.96	8.10%	1,304	7.04%	£	567,054.69
Aerial Working Platforms	£	21,615,058.08	6.18%	506	2.73%	£	455,490.33
Construction	£	17,461,988.70	4.99%	658	3.55%	£	799,699.75
Dental	£	17,449,488.68	4.99%	1,263	6.82%	£	1,569.33
Grassland equipment	£	16,652,475.82	4.76%	2,465	13.32%	£	135,542.08
Fitness equipment	£	14,808,021.64	4.23%	297	1.60%	£	-
Excavator	£	11,976,144.20	3.42%	279	1.51%	£	143,592.56
Milk equipment	£	11,063,678.77	3.16%	181	0.98%	£	71,820.00
Tractors	£	10,169,654.39	2.91%	722	3.90%	£	351,406.50
Livestock Equipment	£	9,043,297.34	2.59%	657	3.55%	£	29,767.03
Other Transport	£	8,546,139.27	2.44%	240	1.30%	£	330,524.30
Other Construction	£	7,695,308.68	2.20%	235	1.27%	£	57,468.03
Harvesting Equipment	£	6,301,002.89	1.80%	108	0.58%	£	229,443.60
Groundscare, Golf, Amenity & H	£	6,057,292.20	1.73%	531	2.87%	£	22,363.18
Cranes	£	5,827,687.83	1.67%	25	0.14%	£	854,862.57
Other - Trailers	£	5,112,769.32	1.46%	199	1.08%	£	12,058.82
R-Series	£	4,998,610.27	1.43%	85	0.46%	£	18,000.00
Other (agri)equipment	£	4,624,998.93	1.32%	472	2.55%	£	95,205.50
Off - Highway Trucks	£	3,711,000.88	1.06%	32	0.17%	£	1,174,150.03
Forklifts	£	3,453,536.13	0.99%	211	1.14%	£	-
Implements	£	3,388,706.59	0.97%	214	1.16%	£	11,560.91
Hay & Forage	£	2,878,823.31	0.82%	197	1.06%	£	32,899.55
Land & Buildings	£	2,846,662.60	0.81%	143	0.77%	£	1,182.00
Aggregate	£	2,583,065.81	0.74%	35	0.19%	£	75,000.00
Other	£	2,343,696.04	0.67%	37	0.20%	£	83,683.52
Self Prop Harvesting equipment	£	2,274,679.96	0.65%	54	0.29%	£	159,250.00
Loaders	£	2,249,236.35	0.64%	46	0.25%	£	-

Truck-chassis	£	2,143,966.72	0.61%	59	0.32%	£	31,186.13
Commercial Vans	£	1,992,096.30	0.57%	105	0.57%	£	20,735.09
Lab Diagnostic equipment	£	1,952,935.77	0.56%	19	0.10%	£	70,000.00
Dairy	£	1,843,855.97	0.53%	61	0.33%	£	-
Forestry	£	1,511,475.60	0.43%	22	0.12%	£	56,690.00
Truck Chassis	£	1,417,894.05	0.41%	22	0.12%	£	155,916.00
Fish Processing Equipment	£	1,129,749.58	0.32%	9	0.05%	£	-
Scrap / Recycling Equipment	£	1,079,862.05	0.31%	15	0.08%	£	-
Landscape Maintenance	£	936,813.53	0.27%	50	0.27%	£	-
Truck Tractor	£	922,959.92	0.26%	14	0.08%	£	35,000.00
Semi-trailers	£	804,209.27	0.23%	20	0.11%	£	-
Radiology	£	799,479.20	0.23%	15	0.08%	£	-
P-Series	£	798,588.16	0.23%	9	0.05%	£	29,955.30
Other Equipment	£	786,144.82	0.22%	9	0.05%	£	-
Trailed Harvesting equipment	£	664,333.24	0.19%	129	0.70%	£	-
Golf & Turf	£	644,416.35	0.18%	38	0.21%	£	3,525.00
Compaction Equipment	£	573,303.41	0.16%	45	0.24%	£	-
Truck	£	411,692.51	0.12%	11	0.06%	£	-
Class II - Narrow Aisle	£	403,060.31	0.12%	4	0.02%	£	-
Drills	£	392,333.72	0.11%	3	0.02%	£	-
Remaining pool	£	2,194,237.13	0.63%	179	0.97%	£	96,826.28
Total	£	349,713,802.91	100.00%	18,510	100.00%	£	7,016,410.52

22. Obligor Concentration (top 50)

Description		Current Outstanding Balance	% of Total	Aggregate # of Contracts	% of Total		Balloon Payments
ILSUK_9800002879	£	2,898,837.57	0.83%	12	0.06%	£	-
ILSUK_9770002720	£	2,825,230.05	0.81%	41	0.22%	£	-
ILSUK_9730017515	£	2,678,031.83	0.77%	6	0.03%	£	-
ILSUK_2070000183	£	2,418,137.78	0.69%	6	0.03%	£	719,378.70
ILSUK_9770000698	£	1,709,797.99	0.49%	52	0.28%	£	-
ILSUK_9770003220	£	1,182,135.90	0.34%	9	0.05%	£	-
ILSUK_2080002372	£	1,086,384.65	0.31%	13	0.07%	£	-
ILSUK_9800003034	£	975,259.18	0.28%	18	0.10%	£	-
ILSUK_2400000108	£	931,025.36	0.27%	2	0.01%	£	250,682.76
ILSUK_9840000663	£	774,794.87	0.22%	7	0.04%	£	-
ILSUK_2080002143	£	749,383.11	0.21%	10	0.05%	£	-
ILSUK_2400000051	£	735,908.29	0.21%	2	0.01%	£	607,280.32
ILSUK_2140005789	£	731,697.64	0.21%	10	0.05%	£	10,750.00
ILSUK_2110000213	£	720,837.50	0.21%	6	0.03%	£	-
ILSUK_9770003425	£	719,139.05	0.21%	4	0.02%	£	-
ILSUK_2360001163	£	715,636.31	0.20%	4	0.02%	£	-
ILSUK_2070000361	£	709,306.91	0.20%	1	0.01%	£	135,483.87
ILSUK_2080001295	£	688,323.31	0.20%	10	0.05%	£	-
ILSUK_9730018104	£	639,125.30	0.18%	1	0.01%	£	231,920.00
ILSUK_9730008605	£	609,862.10	0.17%	3	0.02%	£	-
ILSUK_2280008028	£	609,659.88	0.17%	10	0.05%	£	-
ILSUK_2140000817	£	596,857.03	0.17%	9	0.05%	£	-
ILSUK_2140013374	£	595,046.16	0.17%	21	0.11%	£	-
ILSUK_2360001198	£	582,772.90	0.17%	3	0.02%	£	-
ILSUK_2070000418	£	572,904.63	0.16%	1	0.01%	£	-
ILSUK_2250000175	£	560,909.99	0.16%	5	0.03%	£	-
ILSUK_2030002569	£	550,640.16	0.16%	11	0.06%	£	-
ILSUK_2400000159	£	539,300.76	0.15%	2	0.01%	£	179,995.08
ILSUK_9730007196	£	523,843.33	0.15%	4	0.02%	£	-
ILSUK_9980037443	£	522,219.18	0.15%	32	0.17%	£	-

ILSUK_9730017884	£	516,039.53	0.15%	5	0.03%	£	-
ILSUK_2280021911	£	512,647.12	0.15%	4	0.02%	£	-
ILSUK_9770000035	£	503,246.00	0.14%	12	0.06%	£	-
ILSUK_2280010294	£	498,054.84	0.14%	6	0.03%	£	-
ILSUK_2140009792	£	492,794.73	0.14%	3	0.02%	£	-
ILSUK_2080006009	£	492,174.24	0.14%	7	0.04%	£	194,909.00
ILSUK_2400000035	£	487,503.87	0.14%	3	0.02%	£	-
ILSUK_9730008419	£	480,107.88	0.14%	7	0.04%	£	-
ILSUK_9800003433	£	479,673.31	0.14%	8	0.04%	£	-
ILSUK_2070000264	£	476,578.88	0.14%	2	0.01%	£	-
ILSUK_9840000825	£	464,163.89	0.13%	4	0.02%	£	-
ILSUK_2190019119	£	458,918.56	0.13%	1	0.01%	£	-
ILSUK_2290000124	£	458,253.49	0.13%	4	0.02%	£	-
ILSUK_2190011703	£	457,495.54	0.13%	3	0.02%	£	-
ILSUK_2250000167	£	453,636.95	0.13%	2	0.01%	£	-
ILSUK_2280026174	£	451,210.08	0.13%	2	0.01%	£	-
ILSUK_2280000094	£	448,610.85	0.13%	8	0.04%	£	-
ILSUK_2030006629	£	445,126.71	0.13%	3	0.02%	£	-
ILSUK_2090004936	£	441,607.11	0.13%	4	0.02%	£	-
ILSUK_2280022748	£	438,127.94	0.13%	3	0.02%	£	-
Remaining pool	£	310,104,822.67	88.67%	18,104	97.81%	£	4,686,010.79
Total	£	349,713,802.91	100.00%	18,510	100.00%	£	7,016,410.52

DESCRIPTION OF CERTAIN TRANSACTION DOCUMENTS

The following is a description of the principal terms of the Receivables Purchase Agreement, the Servicing Agreement, the Trust Deed, the Issuer Deed of Charge, the Subordinated Loan Agreement, the Cash Management Agreement, the Corporate Services Agreement, the Bank Account Agreement, the Agency Agreement, the Collection Account Declaration of Trust and the Swap Agreement and is qualified in its entirety by the actual terms of such Transaction Documents. It does not purport to be complete and investors should read the full terms of such Transaction Documents for a better understanding of its contents. Copies of the other Transaction Documents are available at the specified offices of the Principal Paying Agent during normal business hours.

1. RECEIVABLES PURCHASE AGREEMENT

General

On or prior to the Closing Date, DLL, the Issuer and the Issuer Security Trustee will enter into a receivables purchase agreement (the "**Receivables Purchase Agreement**") pursuant to which, on the Closing Date the Issuer will purchase a portfolio of Receivables from the Seller (the "**Purchased Receivables**"), together with the related Ancillary Rights.

The Purchased Receivables comprise claims against Obligors located in England, Wales, Scotland and Northern Ireland in respect of payments due under Contract Hire Agreements, Lease Agreements and Hire Purchase Agreements (the "**Underlying Agreements**") each of which is entered into by the Obligor to finance the supply of business purpose equipment (the "**Equipment**"). The Underlying Agreements are governed by the laws of England and Wales.

Ancillary Rights will not include Excluded Rights including, without limitation, any rights in respect of Secondary Rental Payments, legal title to the Equipment, sums representing insurance premiums, support or maintenance charges which are collected on behalf of third parties, VAT and Sundry Servicer Fees. The Principal Balance of each Receivable does not include the VAT Component relating to such Receivable and such amount shall be treated as an Excluded Amount. The amounts payable under the Purchased Receivables will be based on the contracted schedule of payments under each Underlying Agreement. The Revenue Component and Principal Component of the Purchased Receivables are not adjusted for any residual value and are based on such contracted schedule payment terms.

Legal title to the Purchased Receivables and their Ancillary Rights following sale pursuant to the Receivables Purchase Agreement will remain with the Seller until one or more Obligor Notification Events occurs. The Seller will agree in the Receivables Purchase Agreement that it will not encumber the legal title to such Purchased Receivables.

Legal title to the relevant Equipment will remain with the Seller. All Purchased Receivables will amortise in full over the life of the Underlying Agreement. Accordingly, there is no reliance on the residual value of the Equipment except to the extent (if any) that Underlying Agreement Equipment Realisation Proceeds are received if the Equipment is repossessed by the Seller following a default by an Obligor or due to an early termination of an Underlying Agreement.

The Purchased Receivables will be selected by the Seller.

Pursuant to the Receivables Purchase Agreement, the Seller represents to the Issuer that each Receivable and the related Underlying Agreement complied, on the Cut-Off Date, with the Eligibility Criteria and, on the Purchase Date, with the Receivables Warranties set out in the section entitled "*The Portfolio*" below.

If any Purchased Receivable breached any of the Receivables Warranties (including as to compliance with the Eligibility Criteria) as at the Cut-Off Date, the Seller is required to repurchase such Purchased Receivable against payment of the Repurchase Price (see further "*Repurchase*" below).

In connection with the sale and transfer, the Seller will provide the Issuer, the Issuer Security Trustee and the Servicer and (if appointed, the Back-Up Servicer) with certain relevant information for the purpose of identifying the Purchased Receivables forming part of the Portfolio and (following an Obligor Notification Event) for the purpose of notifying the Obligors of the assignment of the Purchased Receivables. The relevant information shall be provided in encrypted form on a data disc or other electronic data file (the "**Data File**"). The Seller will, on the Closing Date, also by email (or such other means as the Seller and the Issuer Security Trustee may agree) provide the Issuer Security Trustee with a Decryption Key which will enable it or a third party to unlock the Data File. Following an Obligor Notification Event, the Issuer Security Trustee will by email (or such other means as the Issuer Security Trustee may select) make the Decryption Key available to the Issuer, the Servicer and the Back-Up Servicer (if appointed). If the Servicer does not notify the Obligors then the Issuer or Back-Up Servicer (if appointed) (or a third party acting on its behalf) may, decrypt the Data File and notify the Obligors using such decrypted information.

The Seller will additionally be obliged to repurchase the Purchased Receivables in the specific circumstances set out in the Receivables Purchase Agreement, as to which see "*Repurchase*" below.

Consideration

The consideration for the sale of the Portfolio will be the Issuer paying to the Seller an amount equal to the Purchase Price on the Closing Date and, subject to certain conditions, the Deferred Consideration thereafter.

Conditions to sale

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

(a) the Issuer pays the Purchase Price to the Seller; and

(b) a Transfer Notice attaching the Portfolio Schedule is delivered from the Seller to the Issuer.

Receivables Representations and Warranties

Pursuant to the Receivables Purchase Agreement, the Seller will make the following representations and warranties (collectively, the "**Receivables Warranties**") to the Issuer and the Issuer Security Trustee on the Closing Date with reference to the facts and circumstances then subsisting as at the Cut-Off Date:

(a) **Portfolio particulars**: The particulars of the Portfolio set out in Schedule 2 (*Form of Portfolio Schedule*) to the Receivables Purchase Agreement are true and accurate in all material respects on the Cut-Off Date and the identifying number stated therein enables each Purchased Receivable to be identified in the records of the Seller.

(b) **Compliance with Eligibility Criteria**: Each Receivable (or once purchased in accordance with the Receivables Purchase Agreement, Purchased Receivable) and each Underlying Agreement complies with the Eligibility Criteria on the Cut-Off Date.

(c) **Standard Form**: Each Underlying Agreement was entered into on the terms of one of the Standard Form Agreements, none of the provisions of which were, at the time such Underlying Agreement was entered into, waived, altered or modified in any material respect (other than Permitted Exceptions) which might adversely affect the amount, enforceability or collectability of the relevant Receivable (or once purchased in accordance with the Receivables Purchase Agreement, Purchased Receivable).

(d) **Legal and beneficial ownership**: The Seller is the sole legal and beneficial owner of each Receivable and the Ancillary Rights relating thereto and is selling each Receivable and the Ancillary Rights relating thereto free from any Encumbrance other than Permitted Encumbrance.

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

(f) **Identifiable**: Each Receivable (or once purchased in accordance with the Receivables Purchase Agreement, Purchased Receivable) and the Ancillary Rights relating thereto are separately identifiable on the systems of the Seller and/or records to unambiguously indicate each Purchased Receivable and the Ancillary Rights relating thereto have been assigned to the Issuer.

(g) **Consumer Credit**: So far as the Seller is aware:

(i) the Seller has complied with all relevant provisions of the CCA and CONC in respect of each Underlying Agreement which is regulated by the CCA and CONC, save that to the extent that the Seller has inadvertently breached a provision of the CCA or CONC such a breach would not have a material adverse effect on the recoverability of any relevant Receivable (or once purchased in accordance with the Receivables Purchase Agreement, Purchased Receivable); and

(ii) the Seller has, and had at the time that either it entered into an Underlying Agreement a valid and current licence under the CCA or FSMA for the business or businesses of entering into regulated credit agreements, consumer hire, credit brokerage, provision of debt counselling on a commercial basis, debt collecting and so far as the Seller is aware each broker and each other person through which it has entered into Underlying Agreements has at all material times held a consumer credit licence to carry on "credit brokerage" as defined in section 145(2) of the CCA or Article 36A of the FSMA (Regulated Activities) Order 2001.

(h) **Unfair relationship**: No Underlying Agreement which is a credit agreement, whether alone or with any related agreement, gives rise to any "unfair relationship" between the creditor and the debtor for the purposes of sections 140A to 140D of the CCA.

(i) **Misrepresentation**: So far as the Seller is aware, each Underlying Agreement was entered into without any conduct constituting fraud or misrepresentation or breach of the CCA on the part of any person, which conduct would entitle the Obligor or any person to claim against the Seller in respect of such conduct or entitle the Obligor to repudiate any of his obligations under such Underlying Agreement.

(j) **No Repossession**: No Equipment has been repossessed by the Seller and the Seller has not given any notice, nor applied for any court order, under the CCA, in order to repossess Equipment as at the Cut-Off Date.

(k) **No Unfair Terms**: The proposed limitations or exclusions of the liability of the Seller contained in each Underlying Agreement are fair and reasonable having regard to the circumstances of the particular Obligor for the purposes of the Unfair Contract Terms Act 1977.

(l) **No Proceedings**: The Seller has not received written notice that a distress, distraint, charging order, garnishee order, execution, diligence or other process or order has been levied or applied for in respect of any Underlying Agreement.

(m) **Regulated Agreements**: The aggregate percentage by balance of the Receivables regulated by the CCA and to be sold to the Issuer pursuant to Receivables Purchase Agreement is no greater than 15 per cent. of the Aggregate Receivables Principal Balance of all Receivables to be sold to the Issuer on the Closing Date.

(n) **CCA Requirements**: The Seller has procedures in place to satisfy the requirements of the CCA regarding the execution of, and pre-contractual negotiations relating to, each Underlying Agreement which is a Regulated Underlying Agreement and the Seller complies with those procedures in all material respects.

(o) **Simple, transparent and standardised**: The Receivables:

(i) are homogeneous in terms of asset type taking into account the characteristics relating to the cash flows of different asset types including their contractual, credit- risk and prepayment characteristics;

(ii) are a pool of underlying exposures comprising only one asset type based on the jurisdiction of residence of the Obligors; and

(iii) do not include residential loans.

(p) **Credit worthiness**: The Seller represents that it will meet the requirements set out in Article 8 of Directive 2008/48/EC and paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU.

Corporate Representations and Warranties

Pursuant to the terms of the Receivables Purchase Agreement, the Seller will further make the following representations and warranties (collectively, the "**Corporate Warranties**") to the Issuer and the Issuer Security Trustee on the Closing Date and on each Payment Date with reference to the facts and circumstances then subsisting:

(a) it is duly incorporated and validly existing under the law of England and Wales;

(b) it has full power and authority to own its property and assets and conduct its business as currently conducted by it to the extent necessary to permit it to enter into the Transaction Documents and to perform its obligations thereunder, save where a failure to do so would not reasonably be expected to have a Material Adverse Effect;

(c) it has the power, authority and capacity to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery, of the relevant Transaction Documents, as well as the transactions contemplated thereunder;

(d) no Insolvency Event has occurred in respect of it and the Seller: (i) has not ceased or threatened to cease carrying on the whole or a substantial part of its business; or (ii) has not generally stopped payment or threatened to generally stop payment of its debts;

(e) it has its centre of main interests, as that term is used in Article 3(1) of the Insolvency Regulation, in England and has no establishment outside England and Wales;

(f) the obligations expressed to be assumed by it in the relevant Transaction Documents are legal, valid, binding and enforceable obligations, subject to any laws from time to time in effect

relating to bankruptcy, insolvency, reorganisation or any other laws or procedures affecting generally the enforcement of creditors' rights and by the general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law and are enforceable against it in accordance with their respective terms;

(g) it has obtained and maintains in effect all relevant authorisations, approvals, licences and consents as are in any material respect required in connection with its business to originate and manage contracts of the type eligible to be sold to the Issuer under the Transaction Documents pursuant to any requirement of law and any regulatory direction applicable to it in the United Kingdom;

(h) the entry into, performance by it of, and the transactions contemplated by, the relevant Transaction Documents do not and will not conflict in any material respect with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time) a default under:

(i) any existing law, court order or regulation applicable to it;

(ii) its constitutional documents; or

(iii) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument;

(i) it has entered into the relevant Transaction Documents in good faith for its benefit and on arms' length commercial terms;

(j) the relevant Transaction Documents to which it is a party have been duly executed by it;

(k) it has complied with the terms of the Transaction Documents to which it is a party; and

(l) it is a company which is and has, since incorporation, been resident for tax purposes solely in the United Kingdom and will not be treated as resident outside the United Kingdom for the purposes of any double tax treaty to which the United Kingdom is party,

Eligibility Criteria

As noted above, pursuant to the terms of the Receivables Purchase Agreement, the Seller will represent and warrant on each Purchase Date that the Purchased Agreements to be sold on the Closing Date satisfy certain criteria (collectively the "**Eligibility Criteria**") at the Cut-Off Date. The Eligibility Criteria are set out in the Receivables Purchase Agreement and state, in respect of each Receivable to be sold on the Closing Date, that:

(a) it was originated solely by the Seller in the ordinary course of business, at arm's length, in accordance with the Credit Policy and the Credit, Collection and Recovery Procedures that were applicable at the time of origination to similar exposures that are not securitised (if any);

(b) it is denominated and payable in Sterling;

(c) it arose pursuant to an Underlying Agreement:

(i) as entered into on or after 1 January 2013 and before 1 December 2018;

(ii) under which Equipment is financed for the Obligor’s business-use activities;

(iii) under which the Seller has performed all obligations required to be performed by it under such Underlying Agreement in order to have such Purchased Receivable become due and payable;

(iv) which is governed by the Laws of England and Wales;

(v) which is in full force and effect and constitutes the legal, valid and binding obligation of the related Obligor with full recourse against it (or any applicable Guarantor);

(vi) which is enforceable against the Obligor (and any applicable Guarantor) in each case subject to any limitation on the enforceability thereof against it arising from the application of any applicable Insolvency Law or by general principles of equity (regardless of whether enforcement is in a proceeding in equity or law);

(vii) that does not expressly permit the related Obligor to exercise any right of set-off with respect thereto;

(viii) with respect to which the disclosure of information necessary to permit any Transaction Party to comply with obligations under the Transaction Documents or the Issuer or its assigns to enforce such Underlying Agreement against the related Obligor, would not result in the breach of any Law, agreement, judgment or other instrument by which the Seller is bound;

(ix) the terms of which do not contravene in any material respect any Law;

(x) which, other than for Regulated Credit Agreements, does not include any Obligor early termination rights (including any right to terminate on an insolvency of the Seller or, if applicable vendor partner), has not been terminated and, according to the Seller's records, in respect of which the Seller has not received a termination notice and in the case of the Regulated Credit Agreements, if the Obligor exercises its statutory right to terminate, the Underlying Agreement requires the payment of a termination sum equal to the amount (if any) by which one half of the total amount which would have been payable under the Regulated Credit Agreement if it had run its course exceeds the aggregate of sums already paid by the Obligor and amounts due from the Obligor under the Regulated Credit Agreement immediately before exercise by the Obligor of its statutory right of termination;

(xi) pursuant to which the Obligor is obliged to keep the related Equipment in good working order and to insure the Equipment and such insurance is required to be effected in accordance with the terms of such Underlying Agreement;

(xii) pursuant to which the Seller has no on-going obligations to the Obligor other than to provide quiet enjoyment under the Underlying Agreement;

(xiii) as to which the Seller is in compliance in all material respects with the terms of such Underlying Agreement;

(xiv) under which the remaining maturity is not shorter than one month and not greater than 96 months; and

(xv) under which the payments required to be made by the Obligor under the relevant Periodic Payment Terms are greater than zero.

(d) the Seller has good and marketable title to the related Equipment and the purchase price has been paid in full to the relevant supplier and the related Equipment is not subject to an (extended) retention of title;

(e) the related Obligor: is, in the case of a sole trader or individual, resident or, in the case of a public body, company, partnership or other legal entity, incorporated in England, Wales, Scotland or Northern Ireland; and

(i) to the knowledge of the Seller, is not subject to insolvency, liquidation, administration or any similar proceedings;

(ii) is not an affiliate or employee of the Seller; and

(iii) has made at least one payment under the relevant Periodic Payment Terms under the Underlying Agreement;

(f) it has not been classified as cancelled, dormant, counterfeit, fraudulent, or suspected as such, and its terms have not been rescheduled, modified or waived except in accordance with the Credit, Collection and Recovery Procedures;

(g) with respect to which:

(i) the sale and transfer by the Seller to the Issuer pursuant to the Receivables Purchase Agreement; and

(ii) the grant of a charge, security interest, or pledge, in respect of such Purchased Receivable to the Issuer Security Trustee, on behalf of the Secured Creditors, pursuant to, and in accordance with, the Issuer Deed of Charge;

in each case, does not violate, conflict with or contravene any applicable Law or any contractual or other restriction, limitation or Encumbrance (including any restriction or limitation under the related Underlying Agreement or condition that can be foreseen to adversely affect the enforceability of the sale and transfer by the Seller to the Issuer) and does not require the consent of or notice to the applicable Obligor or any other Person other than such consents as have been obtained or such notices that have been given (except for the notification to the relevant Obligor in order to perfect such sale and transfer);

(h) other than as permitted under the Credit, Collection and Recovery Procedures, it is not subject to a payment holiday, grace period or reduction;

(i) it is not subject to any litigation, dispute, (counter)claim, rights of rescission, set-off or other defence or any event or other circumstance which, in each case, would adversely affect the validity, enforceability or collectability of all or any portion of such Receivable;

(j) it is payable in instalments on a monthly or quarterly basis or, in the case of a Seasonal Receivable, it is payable on a seasonal basis on the basis of defined payment streams that relate to the right to receive income from equipment warrantying such payments and an initial payment has been received;

(k) do not include derivatives as defined in point (29) of Article 2(1) Regulation (EU) No 600/2014, or transferable securities as defined in point (44) of Article 4(1) of Directive 2014/65/EU other than corporate bonds, that are not listed on a trading venue and do not include any securitisation position;

(l) it is a Receivable in respect of which, following acquisition thereof by the Issuer by the selected method of transfer, payments will not be subject to withholding or deduction for or on account of tax imposed by any jurisdiction unless either: (i) such withholding tax can be eliminated by application being made under the applicable double tax treaty or otherwise; or (ii) the payer is required to make "gross-up" payments to the Issuer that cover the full amount of any such withholding or deduction on an after-tax basis;

(m) it is a Receivable in respect of which its acquisition by the Issuer will not result in the imposition of United Kingdom stamp duty or stamp duty reserve tax (or including, for these purposes any similar stamp or registration or transfer tax, levy, duty or charge of a similar

nature wherever enacted or imposed) payable by the Issuer, unless such stamp duty or stamp duty reserve tax has been included in the purchase price of such Receivable;

(n) in respect of any Regulated Hire Agreement either: (i) the Obligor entered into such Regulated Hire Agreement in the course of a business; or (ii) such Regulated Hire Agreement provides for the Obligor to make payments which in total (and without breach of the agreement) exceed £1,500 in any year;

(o) it is not a receivable for which there is any periodic payment which is unpaid past its due date;

(p) it is not a Defaulted Receivable and no steps have been taken by the Seller to enforce the Underlying Agreement against the Obligor or to repossess the relevant Equipment following any breach of the Underlying Agreement by the Obligor;

(q) it has a Principal Balance as at the Cut-Off Date greater than £100; and

(r) it carries a fixed interest rate of (i) not less than 3.0% per annum; and (ii) not higher than 9.0% per annum.

Repurchase

Pursuant to the terms of the Receivables Purchase Agreement, the Seller will be required to repurchase the Purchased Receivables in the circumstances set out below. For the duration of the transaction, there will be no active portfolio management by the Seller of the Receivables on a discretionary basis.

Repurchase obligations and other remedies arising due to breach of the Receivables Warranties

The Seller will be required to repurchase the Purchased Receivables sold to the Issuer pursuant to the Receivables Purchase Agreement if any breach of the Receivables Warranties made by the Seller in relation to that Purchased Receivable, by reference to the facts and circumstances then subsisting at the Cut-Off Date in respect of which the Receivables Warranties were given, which has, as determined by the Servicer in accordance with the Servicing Agreement, a Receivable Material Adverse Effect in relation to such Purchased Receivables, and that breach has not been cured in all material respects within the later of: (i) twenty (20) Business Days after the date on which the Seller became aware or (if earlier) was notified by the Servicer or the Issuer of the relevant breach of the Receivables Warranties; or (ii) if a remedy within (i) is not practicable, by the Payment Date falling after the date on which the Seller became aware or (if earlier) was notified by the Servicer or the Issuer of the relevant breach of any Receivables Warranties ((i) and (ii) being the "**Cure Period**"). Following expiration of such Cure Period the relevant Purchased Receivables must be repurchased by the Seller on the next following Payment Date.

If a Receivable or the related Underlying Agreement (or part thereof) is determined to be illegal, invalid, non-binding or unenforceable under the FSMA, the CCA or any other applicable UK consumer protection legislation, or subject to a right to cancel or a right to withdraw under the CCA or any other applicable UK consumer protection legislation, the Seller shall either: (i) repurchase the relevant Receivables in accordance with the Receivables Purchase Agreement; or (ii) on or before the Payment Date immediately following the Seller becoming aware of such determination, pay a Compensation Amount, calculated by the Servicer in accordance with the Servicing Agreement, required to compensate the Issuer for any loss suffered by the Issuer as a result of such breach. In calculating the Compensation Amount the Servicer shall calculate the loss (if any) that has arisen to the Issuer solely as a result of the Receivable or the related Underlying Agreement (or part thereof) being so determined, such loss to be calculated as being the amount which the Issuer should have received under such Receivable had the Receivable or Underlying Agreement not been so determined and on the assumption that all scheduled amounts under the Receivable and Underlying Agreement would have been paid on a timely basis in full by the Obligor (and disregarding any consideration as to the credit worthiness of the Obligor) and including any amounts that would have accrued to the Issuer from the date on which such determination is made.

If a Purchased Receivable has never existed, or has ceased to exist, such that it is not outstanding on the date on which it is otherwise due to be repurchased pursuant to the Receivables Purchase Agreement, the Seller shall not be obliged to repurchase the Issuer's rights, title, interest and benefit in, to and under such Purchased Receivable but shall instead indemnify the Issuer and the Issuer Security Trustee against any loss and all liabilities suffered by reason of any warranty or representation relating to or otherwise affecting such Purchased Receivables being untrue or incorrect by reference to the facts subsisting as at the date on which the relevant warranty or representation was given, provided that the amount of such indemnity shall not exceed the Repurchase Price which would have applied to such Purchased Receivable had the Purchased Receivable existed on the relevant repurchase date and complied with each of the Receivables Warranties in relation to such Purchased Receivable as at the Cut-Off Date.

Payment of the Repurchase Price, in respect of a breach of the Receivables Warranties, payment of a Compensation Amount, or the payment of an indemnity amount in the case of a Purchased Receivable which has never existed shall be the Issuer's sole remedy in respect of a breach of the Receivables Warranties.

Repurchase obligation due to a Vendor Underlying Agreement Repurchase

In accordance with the Seller's Credit, Collection and Recovery Procedures, the Seller may permit certain of its Vendors to purchase from the Seller a Receivable and the related Underlying Agreement after the occurrence of a dispute with or default by the relevant Obligor (a "**Vendor Underlying Agreement Repurchase**"). Upon the occurrence of a Vendor Underlying Agreement Repurchase the Seller shall, on or prior to the later of: (i) the day falling ten (10) Business Days after such Vendor Underlying Agreement Repurchase Date; or (ii) if a repurchase within such ten (10) Business Days period is not practicable, by the Payment Date falling after such Vendor Underlying Agreement Repurchase Date, repurchase the relevant Purchased Receivable for the Repurchase Price.

Unless and until the Seller has paid in full the relevant Repurchase Price for any such Purchased Receivable repurchased by the Seller, each of the Seller and Servicer have agreed that any amount of Vendor Repurchase Price received by it in connection with the relevant Vendor Underlying Agreement Repurchase belongs to the Issuer and each of them shall hold all such amounts on trust for the Issuer and shall account for all such amounts to the Issuer.

Repurchase obligation due to the Purchased Receivables being waived, altered or modified by the Seller

Pursuant to the Receivables Purchase Agreement, the Seller undertakes and warrants to the Issuer and the Security Trustee on the Closing Date, with reference to the facts and circumstances then subsisting as at the immediately preceding relevant Cut-Off Date, *inter alios*, that:

(a) it has not altered any of the Receivables' legal existence or otherwise waived, altered or modified any provision in relation to any Receivable; and

(b) it has not waived, altered or modified any provision of a Regulated Underlying Agreement.

In accordance with Clause 7 (*Remedies and Repurchase*) of the Receivables Purchase Agreement, the Seller is obliged to repurchase a Purchased Receivable for the Repurchase Price calculated and paid in accordance with the Receivables Purchase Agreement where in relation to such Receivable, it has either: (A) in the case of a Regulated Underlying Agreement, been waived, altered or modified (whether or not such waiver, alteration or modification is a Permitted Variation); or (B) in the case of any Underlying Agreement, been waived, altered or modified, where such waiver, alteration or modification is not a Permitted Variation, on or prior to the Payment Date immediately following the date on which such waiver, alteration or modification occurred.

Clean-up Call

The Seller will have the right at its option to exercise a clean-up call (the "**Clean-up Call**") and to offer to repurchase all of the Purchased Receivables from the Issuer on any Payment Date where the Aggregate Receivables Principal Balance on the immediately preceding Calculation Date is not more than 10% of the Aggregate Receivables Principal Balance on the Cut-Off Date against the payment of the Repurchase Price, calculated (and subject to the proviso) as described under "*Repurchase Price*" below. The exercise of the Clean-Up Call requires the Issuer to redeem the Notes in full.

Repurchase Price

On repurchase of the Purchased Receivables (if applicable), the Seller will pay to the Issuer the Repurchase Price. The "**Repurchase Price**" will be a cash payment to the Issuer or to such person as the Issuer may direct, in an amount equal to the Principal Balance of the relevant Purchased Receivable as at the Calculation Date immediately preceding the relevant repurchase date, together with any amounts due but unpaid under the Underlying Agreement (other than Excluded Amounts) and all reasonable costs and expenses of the Issuer incurred in connection with such repurchase, provided that, in the case of a Clean-up Call, the Repurchase Price shall be at least equal to the amount required by the Issuer to pay all principal and interest due in respect of the Notes on the relevant Payment Date and any amounts required under the relevant Priority of Payments to be paid in priority or *pari passu* with the Notes outstanding in accordance with the terms and conditions thereof.

Obligor Notification Event

At any time after the occurrence of an Obligor Notification Event, the Servicer (or, if appointed, the Back-Up Servicer or a replacement Servicer) on behalf of the Issuer, or following the occurrence of an Issuer Event of Default, on behalf of the Issuer Security Trustee may (and shall if instructed to do so by the Issuer and/or the Issuer Security Trustee):

(i) give notice in the Seller's name to all or any of the Obligors of the sale and assignment of all or any of the Purchased Receivables; and

(ii) direct all or any of the Obligors and any relevant third parties to pay amounts outstanding in respect of Purchased Receivables directly to the Issuer, into the Transaction Account or any other account which is specified by the Issuer; and/or

(iii) give instructions to immediately transfer any Collections standing to the credit of the Seller Collection Accounts to the Transaction Account; and/or

(iv) take such other action as it reasonably considers to be necessary, appropriate or desirable in order to recover any amount outstanding in respect of Purchased Receivables or to improve, protect, preserve or enforce their rights against the Obligors in respect of the Purchased Receivables.

If the Servicer does not comply with its duty to notify the Obligors, the Issuer or (if appointed) the Back-Up Servicer (or a third party acting on their behalf) may notify the Obligors. Costs in connection with a notification of the Obligors shall be borne by the Servicer. In order to facilitate such notification and the enforcement of the Issuer's rights in relation to the Purchased Receivables on the Closing Date the Seller will by email (or such other means as the Seller and the Issuer Security Trustee may agree) deliver the Decryption Key to the Issuer Security Trustee. Following the occurrence of an Obligor Notification Event, the Issuer Security Trustee will make the Decryption Key available by email (or such other means as the Issuer Security Trustee may select) to the Issuer, the Servicer and the Back-Up Servicer (if appointed) and the Issuer, the Servicer and the Back-Up Servicer (if appointed) will be authorised to use the Decryption Key to decrypt the relevant Records and other relevant information and, if the Servicer does not notify the Obligors, then the Issuer or Back-Up Servicer (if appointed) (or a third party acting on its behalf) may, decrypt the Data File and notify the Obligors using such decrypted information.

Applicable law and jurisdiction

The Receivables Purchase Agreement and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction to hear any disputes that may arise out of or in connection with the Receivables Purchase Agreement (save that the Issuer Security Trustee may take action or proceeding in any other court of competent jurisdiction).

2. SERVICING AGREEMENT

General

On or prior to the Closing Date the Issuer, the Note Trustee, the Issuer Security Trustee, the Cash Manager and DLL will enter into a servicing agreement (the "**Servicing Agreement**") pursuant to which DLL will be instructed to act as Servicer and to carry out certain management, collection and recovery activities in relation to the Portfolio transferred to the Issuer pursuant to the Receivables Purchase Agreement in accordance with the Credit, Collection and Recovery Procedures of DLL as amended from time to time in accordance with the terms and conditions of the Servicing Agreement.

Description of Servicing Functions

The duties of the Servicer will be set out in the Servicing Agreement and the Servicer will agree, amongst other things, to:

(a) administer the Underlying Agreements and in particular collect all Collections and any Underlying Agreement Equipment Realisation Proceeds;

(b) procure that all Collections in respect of Purchased Receivables and any Underlying Agreement Equipment Realisation Proceeds are collected and applied as set out under "*Collections and distribution*" below;

(c) administer early repayments;

(d) prepare the financial and other reporting on the performance of the Portfolio, including all information which may be required by the Cash Manager to prepare the Draft Investor Report, and provide such reporting and information to the Cash Manager on or prior to the date falling on the 8th Business Day of each calendar month;

(e) keep and maintain records with respect to each Underlying Agreement comprised in the Portfolio for the purposes of identifying amounts paid by each Obligor, any amount due from a Obligor and the balance from time to time outstanding with respect to each such Underlying Agreement;

(f) maintain records in respect of amounts recognised as having been lost or irrecoverable in relation to Defaulted Receivables and amounts recovered in relation to Defaulted Receivables which have previously been recognised as having been lost or irrecoverable in accordance with the requirements of the Servicing Agreement and the Credit, Collection and Recovery Procedures;

(g) keep and maintain the Records on a Purchased Receivable by Purchased Receivable basis, in whatever medium or media may be expedient showing clearly all transactions and proceedings relating to the Servicing Agreement and to the relevant Obligors (including their correspondence details) and relevant Purchased Receivables and Underlying Agreement in an adequate form as is necessary to enforce each Purchased Receivable;

(h) ensure that the Records in respect of the Purchased Receivables and the relevant Underlying Agreements are kept in good order in secure electronic form in such manner so that they are identifiable and distinguishable from the records and other documents which relate to other agreements which are held by or on behalf of the Servicer or any other person and so that the relevant Underlying Agreements and Records are uniquely and unequivocally identifiable from data contained in the Portfolio Schedule;

(i) take all actions on behalf and in the name of DLL to repossess the relevant Equipment: (i) in respect of any Defaulted Receivables; (ii) where DLL has failed to repurchase the Purchased Receivable (if applicable) in accordance with the Receivables Purchase Agreement; or (iii) where the relevant Obligor is obliged to and has failed to return the relevant Equipment to DLL in accordance with the terms of the relevant Underlying Agreement (including upon any early termination (including any early termination arising pursuant to the CCA));

(j) give access to its records to the Issuer or the Issuer Security Trustee (or any agent) upon request; and

(k) perform other tasks incidental to the above.

In consideration of these duties, the Servicer will receive the Servicer Fee to be paid by the Purchaser according to the applicable Priority of Payments.

Description of Servicing Standard

In accordance with the terms of the Servicing Agreement, the Servicer shall:

(a) comply with the Servicer's Credit, Collection and Recovery Procedures (and agrees that no changes to the Credit, Collection and Recovery Procedures shall be made and no additional and/or alternative policies or procedures and/or standard documents may be adopted in relation to the Credit, Collection and Recovery Procedures unless such change is a Permitted Credit, Collection and Recovery Procedures Variation); and

(b) at all times devote or procure that there is devoted to the performance of its obligations, exercise of its discretions and its exercise of the rights of the Issuer and where so permitted the Issuer Security Trustee in respect of the Purchased Receivables at least: (i) the same amount of time and attention; and (ii) the same level of skill, care and diligence in the performance of those obligations and discretions as it would if it were administering receivables which it beneficially owned and, in any event, will devote such due skill, care and diligence to the performance of its obligations and the exercise of its discretions as reasonably to be expected from a person carrying out duties similar to the Servicer under the Servicing Agreement and consider the interests of the Issuer and the Issuer Security Trustee (acting on behalf of the Issuer Secured Creditors) at all times whilst carrying out the services under the Servicing Agreement; provided that the Servicer shall not be required to do or cause to be done anything which it is prevented from doing by any regulatory direction or any requirement of law.

In addition, the Servicer shall service and administer the assets forming part of the Portfolio in compliance with the Underlying Agreements, the Receivables Purchase Agreement and certain general covenants of the Servicer (including covenants as to the compliance with any applicable laws in rendering the services owed by the Servicer).

Collections, distribution and reconciliation

Under the Servicing Agreement, the Servicer will determine the amount of Revenue Collections and Principal Collections which are scheduled to be received on any Business Day in respect of the Purchased Receivables (the "**Scheduled Collections**") and procure that such Scheduled Collections are paid into the

Transaction Account on such Business Day irrespective of whether or not such amounts are received into the Seller Collection Accounts.

On or prior to the eighth (8^{th}) Business Day of each calendar month, the Servicer will: (a) determine the amount of Scheduled Collections paid into the Transaction Account during the immediately preceding Monthly Collection Period and the amount of Revenue Collections and Principal Collections which were actually received by the Seller during such Monthly Collection Period (the "**Actual Collections**"), including, in each case, any Underlying Agreement Equipment Realisation Proceeds; and (b) in the event that the Actual Collections exceed the Scheduled Collections, the Servicer will pay an amount (a "**Collections Reconciliation Amount**") equal to the absolute value of such excess to the Transaction Account. The Scheduled Collections and Actual Collections will be based on the contracted schedule of payments under each Underlying Agreement. The Revenue Component and Principal Component of the Purchased Receivables are not adjusted for any residual value and are based on such contracted schedule payment terms.

Under the Cash Management Agreement, the Cash Manager will no later than 2 (two) Business Days prior to the Calculation Date determine whether (taking into account any Collections Reconciliation Amount paid into the Transaction Account in respect of the immediately preceding Monthly Collection Period) the Scheduled Collections exceed the Actual Collections, in which event the Cash Manager will cause an amount (an "**Excess Collections Amount**") equal to the absolute value of such excess to be paid to the Servicer for the account of the Seller (outside of any priority of payments) prior to the distribution of any amounts due to the Noteholders or the other Issuer Secured Creditors on the immediately following Payment Date.

If a payment is credited to the Transaction Account which represents an amount received from an Obligor in excess of the amounts payable under the relevant Underlying Agreement (the "**Excess Amount**"), the Servicer shall refund such Excess Amount to the Seller by instructing the Cash Manager to repay such Excess Amount from the Transaction Account to the Seller thereby reducing the amount left in the Transaction Account available for application by the Issuer by a corresponding amount. The Seller shall refund such Excess Amount to the Obligor, or pay such Excess Amount to such other party as may be entitled thereto, directly. The Issuer acknowledges and agrees that the Servicer may or, as applicable, may direct the Cash Manager to effect deductions and subsequent refunds in order to effect the foregoing on a monthly basis, or, on such other time scale as it may deem expedient.

Performance by Third Parties

The Servicer may at any time:

(a) without the prior consent of the Issuer, the Issuer Security Trustee or any other party to the Transaction Documents, sub-delegate all or any part of its duties under the Servicing Agreement to a receiver, solicitor, insurance broker, valuer, accountant, insolvency practitioner, auctioneer, bailiff, sheriff officer, debt counsellor, tracing agent, debt collection agent, repossession agent, asset recovery agent or other professional adviser acting as such for the purposes of debt recovery or enforcement in accordance with the Credit, Collection and Recovery Procedures; or

(b) with the prior written consent of the Issuer and the Issuer Security Trustee, sub-contract or delegate the performance of all or any of its powers and obligations under the Servicing Agreement (other than those described in paragraph (a) above) to a sub-servicer and terminate the appointment of any then current sub-servicer, in each case on such terms as it thinks fit,

provided that in the case of both (a) and (b), the Servicer remains responsible for the functions so delegated.

Allocation of Collections

Subject, where applicable, to the provisions of and the operation of the CCA which require a contrary treatment as to apportionment to be applied, the Servicer will, if a person owing a payment obligation in respect of an Underlying Agreement makes a general payment to the Servicer on account of a Purchased Receivable and of any other monies due for any reason whatsoever to DLL (including in relation to an Underlying Agreement not included in the Portfolio) and makes no apportionment between them, treat such payment in the following manner:

(a) *firstly*, to the applicable invoice relating to such payment;

(b) *secondly*, where payments are not identified as relating to a specific invoice, and after notification to the Obligor, to the relevant invoice at the direction of the Obligor;

(c) *thirdly*, where no such allocation is provided by the relevant Obligor within ten (10) Business Days, to the oldest invoice then outstanding until the outstanding balance of such invoice has been reduced to zero and thereafter to the next oldest invoices in agreed order until the outstanding balance of such invoices has been reduced to zero; and

(d) *fourthly*, in all other cases *pari passu* and *pro rata* between all outstanding invoices of the Obligor relating to Purchased Receivables.

Additionally, the Collections and other payments received and allocated to the Underlying Agreements included in the Portfolio should be:

(a) *first*, applied and allocated so as to identify any amounts which are Excluded Amounts which amounts when identified shall be transferred to such account as is designated by the Seller (and not to the Transaction Account);

(b) *second*, applied and allocated to the Revenue Collections; and

(c) *third*, applied and allocated to the Principal Collections.

Investor Report

On or prior to the eighth (8th) Business Day of each calendar month, the Servicer shall provide all information to the Cash Manager which may be required by the Cash Manager to prepare a monthly investor report in draft form (the "**Draft Investor Report**") in respect of the immediately preceding Monthly Collection Period, including data in relation to the Portfolio and, in particular, all materially relevant data on the credit quality and performance of underlying exposures, information on events which trigger changes in the priority of payments or the replacement of any counterparties and data on the cash flows generated by the underlying exposures and by the liabilities of the securitisation, information about the risk retained by the Seller, including information on which of the modalities provided for in Article 6(3) of the Securitisation Regulation has been applied, in accordance with Article 6 of the Securitisation Regulation (such information and data together, the "**Investor Report Data**"). The Cash Manager shall deliver this Draft Investor Report to the Servicer two (2) Business Days prior to each Calculation Date. The Servicer will review and, if required amend, this draft investor report at least one (1) Business Day prior to each Calculation Date. Upon the Servicer agreeing to the contents of the Investor Report, the fully populated investor report (in such final form, the "**Investor Report**") will be published on the Calculation Date on https://www.loanbyloan.eu and made available to the Issuer, the Note Trustee, the Issuer Security Trustee, the Joint Lead Managers, the Servicer, the Rating Agencies, the Noteholders, the competent authorities and, upon request, potential investors in the Notes and firms that generally provide services to investors. Such Investor Reports will be published for as long as the Notes are outstanding.

The Servicer shall also provide:

(a) to the Cash Manager and the Issuer any reports, data and other information required in connection with the proper performance by the Issuer, as the reporting entity for the purposes of the Transparency Requirements, of the obligation to fulfil the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of paragraph 1 of Article 7 of the Securitisation Regulation in accordance with Article 7(2) of the Securitisation Regulation; and

(b) such reports, data and other information and/or assistance as the Cash Manager may reasonably otherwise require to comply with and facilitate the Cash Manager's reporting obligations under the Cash Management Agreement.

The defined terms used in the Investor Reports shall, by reference, incorporate the defined terms set out generally in the Prospectus and more specifically in the Master Definitions and Framework Agreement.

The Cash Manager will disclose, on behalf of the Issuer and on the basis of information provided by the Issuer: (i) in the first Investor Report the amount of the Notes privately-placed and/or publicly-placed with investors which are not in the DLL Group; and (ii) to the extent permissible, in the Investor Report following placement of any Notes initially retained by a member of the DLL Group, but subsequently placed with investors which are not in the DLL Group, the amount of Notes placed with such Investors. In addition, until the Notes are redeemed in full, a cash flow model shall be made available (directly or indirectly) to investors and, upon request, potential investors and firms that generally provide services to investors.

If the Investor Report Data provided by the Servicer, or the information contained in the Draft Investor Report prepared by the Cash Manager based on such Investor Report Data, is not sufficient for a recipient to perform its respective roles or duties (including the preparation of any reports or provisions of other information) under the Servicing Agreement or the other Transaction Documents, the Servicer has undertaken to give such assistance as reasonably requested by the relevant party.

Loan Level Data

The Servicer, subject to the provisions of the Data Protection Laws, and any amendment or replacement to those laws, for as long as the Class A Notes or (if possible in accordance with the Bank of England and/or Eurosystem eligibility criteria in force from time to time) any other Class of Notes are intended to be held in a manner which can allow Bank of England and/or Eurosystem eligibility, make loan level data in such a manner available as required to comply with the Bank of England and/or Eurosystem eligibility criteria and transparency criteria for asset backed securities (as set out in the Detailed Information Transparency for Asset-Backed Securities or the ECB Guideline (as applicable), as amended and applicable from time to time).

Enforcement of Underlying Agreements

If an Obligor defaults on a Purchased Receivable, the Servicer will proceed to enforce its rights to recover the relevant claim in accordance with the Credit, Collection and Recovery Procedures.

Upon the termination of any Underlying Agreement (whether due to default by an Obligor or other early termination), the Servicer is obliged to repossess and sell the related Equipment in accordance with its Credit, Collection and Recovery Procedures as they are applied from time to time. After deducting any fees incurred in the sale of such Equipment, the Servicer shall treat the remaining proceeds as Collections and credit such amounts to the Collection Account in accordance with the Servicing Agreement.

The Servicer will pay the Underlying Agreement Equipment Realisation Proceeds to the Issuer in accordance with the Servicing Agreement.

Negotiation of Administrator Incentive Recovery Fee

Upon the occurrence of an Insolvency Event with respect to DLL, the Servicer, the Issuer or an agent on the Issuer's behalf will negotiate the variable component of the Administrator Incentive Recovery Fee with DLL's Insolvency Official with a view to maximising the recoveries by the Issuer arising from Underlying Agreement Equipment Realisation Proceeds where the Insolvency Official disposes of, arranges for the disposal of or otherwise consents to or assists with the disposal of the relevant Equipment.

Servicer Fee

In consideration of its duties pursuant to the Servicing Agreement, the Servicer will receive the Servicer Fee to be paid by the Purchaser subject to and in accordance with the applicable Priority of Payments.

Appointment of Back-Up Servicer

DLL shall procure that the Issuer appoints a Back-Up Servicer following the occurrence of a Servicer Termination Event pursuant to the terms of a back-up servicing agreement (the "**Back-Up Servicing Agreement**"), and that such Back-Up Servicer has taken over the duties of the outgoing Servicer under the Servicing Agreement, within 90 Business Days of the occurrence thereof. The Back-Up Servicer will have to satisfy and meet the requirements and standards for a Back-Up Servicer as set out in the Servicing Agreement.

On entry into the Back-Up Servicing Agreement, whilst acting as Back-Up Servicer, the Back-Up Servicer will agree that it will: (a) on receipt of the Draft Investor Report and all other information delivered to it pursuant to the Servicing Agreement, promptly review such information; and (b) promptly notify the Servicer if it requires any further assistance or information reasonably required by it in order to enable it to perform its roles or duties pursuant to the Back-Up Servicing Agreement, such that in each case it is in a position that it is able, on its assumption of the Servicer role, to immediately perform services contained in the Back-Up Servicing Agreement (together, the "**Back-Up Servicer Role**").

Delegation, Termination and Replacement of the Servicer; Role of Back-Up Servicer

The Servicer may assign all of its rights under the Servicing Agreement to another member of the DLL Group without the prior consent of the Issuer and the Issuer Security Trustee provided that such entity assumes all of the obligations of the Servicer under the Servicing Agreement and that certain conditions are satisfied.

The Servicer must notify the parties to the Servicing Agreement in writing immediately on the occurrence of an Insolvency Event in relation to the Servicer or the occurrence of a Servicer Termination Event.

After the occurrence of a Servicer Termination Event, the Issuer (with the consent of the Issuer Security Trustee) is entitled to dismiss the Servicer in writing. Such dismissal and the appointment of a new Servicer shall only become effective after the new Servicer has been appointed on terms substantially similar to the existing Servicing Agreement.

Following the occurrence of a Servicer Termination Event and termination of the appointment of the Servicer, the Back-Up Servicer (if appointed) will take over the services of the Servicer under the Servicing Agreement.

Neither the Issuer Security Trustee nor the Note Trustee shall be obliged to monitor the performance of the Servicer and shall be entitled to assume it is performing its obligations under the Servicing Agreement, nor shall any of them be required to take action to identify any replacement Servicer or Back Up Servicer or for carrying on any role of the Servicer following the termination of the Servicer's appointment.

Applicable law and jurisdiction

The Servicing Agreement, and any non-contractual obligations arising of or in connection with it, will be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction to hear any disputes that may arise out of or in connection with the Servicing Agreement (save that the Issuer Security Trustee and the Note Trustee may take action or proceeding in any other court of competent jurisdiction).

3. TRUST DEED

General

On the Closing Date, the Issuer and the Note Trustee will enter into a trust deed (the "**Trust Deed**") pursuant to which the Issuer and the Note Trustee will agree that the Notes are subject to the provisions in the Trust Deed. The Conditions and the forms of the Notes are set out in the Trust Deed.

The Note Trustee (as appointed under the Trust Deed) will hold the benefit of the rights, powers and covenants in its favour contained in the Transaction Documents upon trust for itself and the Noteholders, according to its and their respective interests, upon and subject to the terms and conditions of the Trust Deed.

In particular, the Issuer covenants with the Note Trustee pursuant to the Trust Deed that it will, in accordance with the Conditions and the Trust Deed, on any date on which any of the Notes becomes due to be redeemed in whole or in part in accordance with the Conditions, pay or procure to be paid unconditionally to or to the order of the Note Trustee in the relevant currency, as applicable, in London in immediately available funds the principal amount of the Notes repayable on that date and shall until the due date for redemption in full of each Class of the Notes (both before and after any judgment or other order of a court of competent jurisdiction) pay or procure to be paid unconditionally to or to the order of the Note Trustee as aforesaid interest (which shall accrue from day to day) on the Principal Amount Outstanding of each Class of the Notes at rates specified in, or calculated from time to time in accordance with, the Conditions and on the dates provided for in the Conditions.

Subject to the provisions of the Trust Deed, the Note Trustee may at its discretion give any directions to the Issuer Security Trustee under or in connection with any Transaction Document (including, but not limited to, the giving of a direction to the Issuer Security Trustee to enforce the Issuer Security after the Issuer Security has become enforceable).

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

The Trust Deed contains provisions requiring the Note Trustee to have regard to the interests of the Class A Noteholders and the Class B Noteholder equally as regards all rights, powers, trusts, authorities, duties and discretions of the Note Trustee but requiring (except where expressly provided otherwise), the Note Trustee to have regard only to the Class A Noteholders if, in the Note Trustee's opinion, there is a conflict between the interests of such Class and Noteholders of any other Class.

In addition, the Note Trustee shall then only be bound to take any action at the direction of the Noteholders or any Class of them if it shall be indemnified and/or secured and/or prefunded to its satisfaction against all liabilities to which it may render itself liable or which it may incur by so doing and, for this purpose, the Note Trustee may demand, prior to taking any such action, that there be paid to it in advance such sums as it considers (without prejudice to any further demand) shall be sufficient so to indemnify it.

The Trust Deed contains provisions limiting the powers of the Noteholders of subordinated Classes to request or direct the Note Trustee to take any action or to pass an effective Extraordinary Resolution that may affect the interests of the Noteholders of more senior Classes. Except in certain circumstances the Trust Deed contains no such limitation on the powers of the Noteholders of the Most Senior Class Outstanding to bind Noteholders of subordinated Classes.

The Trust Deed also contains provisions pursuant to which the Note Trustee shall not be bound to give notice to any person of the execution of any documents comprised or referred to in the Trust Deed or any other Transaction Document or to take any steps to ascertain whether any Issuer Event of Default, Issuer Potential Event of Default, or Servicer Termination Event has occurred or any event which causes or may cause a right on the part of the Note Trustee, the Issuer Security Trustee under or in relation to any Transaction Document to become exercisable has happened and, until it shall have actual knowledge or express notice pursuant to the Trust Deed to the contrary, the Note Trustee shall be entitled to assume that no Issuer Event of Default, Issuer Potential Event of Default or Servicer Termination Event has occurred and that no Issuer Event of Default, Issuer Potential Event of Default, Servicer Termination Event or any other event which would cause or may cause a right on its part or on the part of the Issuer Security Trustee has happened and that the Issuer and each of the other parties are observing and performing all their respective obligations under the Trust Deed and the other Transaction Documents and, if it does have actual knowledge or express notice as aforesaid, the Note Trustee shall not be bound to give notice thereof to the Noteholders or any other party.

Issuer covenants

Pursuant to the terms of the Trust Deed, so long as any of the Notes remains outstanding the Issuer has made certain covenants in favour of the Note Trustee including that it shall notify the Servicer, Note Trustee, the Issuer Security Trustee and the Cash Manager in writing, immediately upon becoming aware thereof of (i) any breach of the warranties or undertakings given by it under the Transaction Documents or (ii) the occurrence of any Issuer Event of Default, Issuer Potential Event of Default or Servicer Termination Event.

Retirement of Note Trustee

The Note Trustee may retire at any time upon giving not less than 60 days' notice in writing to the Issuer without assigning any reason therefor and without being responsible for any liabilities occasioned by such retirement. The retirement of the Note Trustee shall not become effective unless there remains a trustee (being a trust corporation) in office after such retirement. The Issuer will agree in the Trust Deed that, in the event of the sole trustee or the only trustee under the Trust Deed giving notice of its retirement, it shall use its best endeavours to procure a new trustee to be appointed.

Applicable law and jurisdiction

The Trust Deed, and any non-contractual obligations arising of or in connection with it, will be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction to hear any disputes that may arise out of or in connection with the Trust Deed (save that the Note Trustee may take action or proceeding in any other court of competent jurisdiction).

4. ISSUER DEED OF CHARGE

On the Closing Date, the Issuer and the Issuer Security Trustee (among others) will enter into a security deed (the "**Issuer Deed of Charge**"). As continuing security for the payment or discharge of the Issuer Secured Liabilities, the Issuer will create in favour of the Issuer Security Trustee, for itself and on trust for the other Issuer Secured Creditors, in accordance with the terms of the Issuer Deed of Charge:

(a) a charge by way of first fixed charge of all its rights in respect of the Purchased Receivables and the relevant Ancillary Rights comprised in the Portfolio;

(b) an assignment, subject to a proviso for re-assignment on redemption, of all its rights in respect of the Issuer Charged Documents (which, in the case of the Swap Agreement, is subject to netting and set-off provisions therein) including for the avoidance of doubt, its beneficial interest in the trusts created pursuant to the Collection Account Declaration of Trust;

(c) a charge by way of first fixed charge, of all of its rights in respect of: (i) any amounts standing from time to time to the credit of the Bank Accounts; (ii) all interest paid or payable in relation to those amounts; and (iii) all debts represented by those amounts; and

(d) a first floating charge over its property, assets and rights whatsoever and wheresoever present and future (which charge (i) the Issuer Security Trustee may by notice in writing convert into a fixed charge as regards any of the Issuer's assets subject to the floating charge specified in that notice, if: (A) an Issuer Event of Default has occurred and is outstanding; (B) the Issuer Security Trustee considers the Issuer Charged Assets or any part thereof to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; and/or (C) a circumstance occurs which the Issuer Security Trustee considers to (or to be likely to) prejudice, imperil or threaten the Issuer Security; and automatically convert into a fixed charge and (ii) shall automatically convert into a fixed charge upon the occurrence of an Enforcement Event or certain insolvency events in respect of the Issuer).

In addition, as continuing security for the payment and discharge of the Issuer Secured Liabilities, the Issuer will grant a Scottish Supplemental Charge in favour of the Issuer Security Trustee relative to the Equipment Declaration of Trust, under which the Issuer will assign by way of security, all of its present and future right, title and interest in and to the Equipment Trust Property and in and to the Equipment Declaration of Trust.

Under the Issuer Deed of Charge, the Issuer Secured Creditors acknowledge that: (i) any Swap Collateral credited by the Swap Counterparty to any Swap Collateral Account, any interest paid or payable in relation to such Swap Collateral and any debts represented thereby are held solely to collateralise the obligations of the Swap Counterparty under the Swap Agreement and amounts standing to the credit thereto shall be applied in accordance with the terms of the Issuer Deed of Charge, the Cash Management Agreement and the Swap Agreement; (ii) any Replacement Swap Premium (if any) received by the Issuer shall be paid firstly to the outgoing Swap Counterparty to which a Swap Termination Payment is owed by the Issuer and thereafter as Available Revenue Amounts; (iii) any Swap Termination Payment received by the Issuer from the outgoing Swap Counterparty shall firstly be applied to pay amounts in respect of any Replacement Swap Premium due to a new Swap Counterparty and thereafter shall be applied as Available Revenue Amounts; and (iv) any Tax Credits shall be applied directly to the Swap Counterparty in accordance with the Issuer Deed of Charge.

Each of the Issuer Secured Creditors will be bound by the provisions of the Issuer Deed of Charge and, in particular, will agree to be bound by the limited recourse and non-petition provisions set out in the Issuer Deed of Charge. The Issuer Security will become immediately enforceable upon the service by the Note Trustee of a Note Acceleration Notice or, if there are no Notes outstanding, upon failure by the Issuer to pay any other Issuer Secured Liabilities on its due date (subject to any applicable grace period).

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

(a) neither the Issuer Security Trustee nor any of the Issuer Secured Creditors shall be entitled to take any further steps or other action against the Issuer to recover any sums due but unpaid;

(b) all claims in respect of any sums due but unpaid shall be extinguished; and

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

The Issuer Deed of Charge contains provisions permitting the Issuer (subject as specifically provided otherwise in the Issuer Deed of Charge and the Transaction Documents) to exercise its rights, powers and discretions and perform its obligations in relation to the Issuer Charged Assets and under the Transaction Documents prior to the delivery of a Note Acceleration Notice notwithstanding the creation of the Issuer Security. Upon delivery by the Note Trustee of a Note Acceleration Notice to the Issuer, the Issuer shall no longer be entitled to exercise such rights, powers and discretions and the Issuer Security Trustee shall thereafter be entitled (but not obliged to) to exercise the Issuer's rights, powers and discretions and perform its obligations in relation to the Issuer Charged Assets and under the Transaction Documents in accordance with the provisions of the Issuer Deed of Charge and the other Transaction Documents.

Applicable law and jurisdiction

The Issuer Deed of Charge, and any non-contractual obligations arising of or in connection with it, will be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction to hear any disputes that may arise out of or in connection with the Issuer Deed of Charge (save that the Issuer Security Trustee and the Note Trustee may take action or proceeding in any other court of competent jurisdiction). The Scottish Supplemental Charge will be governed by the law of Scotland.

5. SUBORDINATED LOAN AGREEMENT

General

On the Closing Date, the Issuer, the Issuer Security Trustee, the Cash Manager and the Subordinated Loan Provider will enter into a Subordinated Loan Agreement (the "**Subordinated Loan Agreement**") pursuant to which the Subordinated Loan Provider will provide a Subordinated Loan to the Issuer.

The Subordinated Loan

On the Closing Date, the Subordinated Loan Provider will make available to the Issuer the Subordinated Loan in an amount equal to the Subordinated Loan Amount which shall fund the Reserve Fund Ledger in an amount equal to the Required Reserve Amount.

The Issuer agrees to use the amounts standing to the credit of the Reserve Fund Ledger in accordance with the Transaction Documents. The amounts standing to the credit of the Reserve Fund Ledger from time to time will serve as liquidity support for the Class A Notes throughout the life of the Transaction and will ultimately serve as credit enhancement to the Class A Notes and the Class B Note.

Repayment of the Subordinated Loan

Prior to the service of a Note Acceleration Notice, the Issuer will make repayments of all or any part of the Subordinated Loan (including any interest capitalised and any accrued unpaid interest thereon) if, and to the extent that, there are Available Distribution Amounts available after making the payments and provisions of a higher priority in the relevant Pre-Enforcement Revenue Priority of Payments, until the Subordinated Loan (including any interest capitalised thereon) and any accrued but unpaid interest thereon has been fully repaid. Following the service of a Note Acceleration Notice, the Issuer shall repay the Subordinated Loan in accordance with the Post-Enforcement Priority of Payments.

Interest on the Subordinated Loan

Subject to the applicable Priority of Payment, the rate of interest payable in respect of the outstanding principal amount of the Subordinated Loan, in respect of each Loan Interest Period (which, in the case of the first Loan Interest Period corresponds to the period commencing on and including the Closing Date and ending on but excluding the first Payment Date and thereafter corresponds to the period commencing on and including a Payment Date and ending on but excluding the immediately following Payment Date), shall be, 3.5%.

Applicable law and jurisdiction

The Subordinated Loan Agreement and any non-contractual obligations arising of or in connection with it, will be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction to hear any disputes that may arise out of or in connection with the Subordinated Loan Agreement (save that the Issuer Security Trustee may take action or proceeding in any other court of competent jurisdiction).

6. CASH MANAGEMENT AGREEMENT

General

On or prior to the Closing Date, Intertrust Administrative Services B.V. as the cash manager (the "**Cash Manager**"), the Issuer, DLL, and the Issuer Security Trustee will enter into a cash management agreement (the "**Cash Management Agreement**") pursuant to which the Cash Manager will provide certain cash management and bank account operation services to the Issuer in respect of the Portfolio.

Cash Management Services

The cash management services in respect of the transaction include but are not limited to:

(a) maintaining the Transaction Account Ledgers;

(b) on each Calculation Date calculating, *inter alia* the Interest Amount payable for each Note and the aggregate Interest Amount in accordance with Condition 4 (*Interest*);

(c) administering the Priority of Payments including the determination, of amounts payable by the Issuer thereunder; and

(d) on behalf of the Issuer calculating and determining amounts payable in respect of accrued and unpaid interest (including, without limitation, overdue interest) and principal under the Subordinated Loan in accordance with the terms of the Subordinated Loan Agreement.

In addition to the Transaction Account and Swap Collateral Accounts, the Issuer will, in the case of the Swap Collateral Accounts following the Closing Date, establish such additional accounts as may be required in accordance with the terms of the Transaction Documents.

Transaction Account Ledgers

The Cash Manager (on behalf of the Issuer) shall establish and maintain the following ledgers on the Transaction Account (the "**Transaction Account Ledgers**"):

Reserve Fund Ledger

The Cash Manager will record on the Reserve Fund Ledger all payments of the Required Reserve Amount. Any amounts standing to the credit of the Reserve Fund Ledger shall constitute Available Revenue Amounts.

Operating Ledger

The Cash Manager will credit all Available Distribution Amounts to the Operating Ledger on each Payment Date, such Available Distribution Amount to be applied in accordance with the relevant Priority of Payments.

Retained Profit Ledger

The Cash Manager will credit on each Payment Date an amount equal to the Retained Profit Amount to the Retained Profit Ledger in accordance with the relevant Priority of Payments.

Interest Shortfall Ledger

The Cash Manager will record, in accordance with Condition 15 (*Subordination by Deferral*), at any Payment Date the amount by which the Available Revenue Amounts fall short of the aggregate amount of interest payable on the Class B Note, including any amounts previously deferred under Condition 15 (*Subordination by Deferral*) and accrued interest thereon.

Principal Deficiency Ledgers

The Principal Deficiency Ledgers shall comprise the Class A Principal Deficiency Ledger and a Class B Principal Deficiency Ledger and the Cash Manager will record on them (as relevant) (a) Gross Losses arising from Defaulted Receivables and/or (b) principal deficiencies arising from Shortfall Diversion Amounts and amounts to be debited or credited thereon in accordance with the relevant Priority of Payments.

Cash Management Fee

The Issuer shall pay in accordance with the relevant Priority of Payments to the Cash Manager for the cash management services the agreed Cash Management Fee.

Performance by Third Parties

The Cash Manager may at any time:

(a) without the prior consent of the Issuer, the Issuer Security Trustee or any other party to the Transaction Documents, sub-delegate all or any part of its duties under the Cash Management Agreement to a delegate which is an Affiliate of the Cash Manager; or

(b) with the prior written consent of the Issuer and the Issuer Security Trustee, sub-contract or delegate the performance of all or any of its powers and obligations under the Cash Management Agreement to a delegate-cash manager (other than an Affiliate of the Cash Manager) and terminate the appointment of any then current delegate-cash manager, in each case on such terms as it thinks fit,

provided that in the case of both (a) and (b), the Cash Manager remains responsible for the functions so delegated.

Determinations and Reconciliation

The Cash Manager will agree to make the following determinations if the Servicer fails to provide the Cash Manager with the information and data which is required by the Cash Manager to prepare the Draft Investor Report (the "**Investor Report Data**") on or prior to the date falling two (2) Business Days prior to each Calculation Date as described above and to calculate the following reconciliations once such Investor Report Data is available:

(a) if the Cash Manager does not receive the Investor Report Data with respect to a Collection Period (each such period, a "**Determination Period**"), then the Cash Manager shall use the Investor Report in respect of the three most recent Monthly Collection Periods in respect of which all relevant Investor Reports are available (or, where there are not at least three such previous Monthly Collection Periods, any such previous Monthly Collection Periods) for the purposes of calculating the amounts available to the Issuer to make payments, as set out in paragraph (b) below. When the Cash Manager receives the Investor Report Data relating to the Determination Period, it will make the reconciliation calculations and reconciliation payments as set out in paragraph (c) below. Any (i) calculations properly made on the basis of such estimates in accordance with paragraphs (b) and/or (c) below; (ii) payments made under any of the Notes and Transaction Documents in accordance with such calculations; and (iii) reconciliation calculations and reconciliation payments made as a result of such reconciliation calculations, each in accordance with paragraphs (b) and/or (c) below, shall be deemed to be made in accordance with the provisions of the Transaction Documents and will in themselves not lead to an Issuer Event of Default and no liability will attach to the Cash Manager in connection with the exercise by it of its powers, duties and discretion for such purposes (other than as a result of the Cash Manager's gross negligence, fraud or wilful default);

(b) in respect of any Determination Period the Cash Manager shall on the Calculation Date immediately following the Determination Period:

(i) determine the Revenue Determination Ratio by reference to the three most recent Monthly Collection Periods in respect of which all relevant Investor Reports are available (or, where there are not at least three such previous Monthly Collection Periods, any such previous Monthly Collection Periods) received in the preceding Monthly Collection Periods;

(ii) calculate the Revenue Collections for such Determination Period as (A) the Revenue Determination Ratio multiplied by (B) all Collections received by the Issuer during such Determination Period (the "**Calculated Revenue Collections**"); and

(iii) calculate the Principal Collections for such Determination Period as (A) 1 minus the Revenue Determination Ratio multiplied by (B) all Collections received by the Issuer during such Determination Period (the "**Calculated Principal Collections**"); and

(c) following the end of any Determination Period, upon receipt by the Cash Manager of the relevant Investor Report in respect of such Determination Period, the Cash Manager shall reconcile the calculations made in accordance with paragraph (b) above to the actual collections set out in the Investor Reports by allocating the Reconciliation Amount as follows:

(iv) if the Reconciliation Amount is a positive number, the Cash Manager shall apply an amount equal to the Reconciliation Amount as Available Principal Amounts; and

(v) if the Reconciliation Amount is a negative number, the Cash Manager shall apply an amount equal to the lesser of (A) the absolute value of the Reconciliation Amount and (B) actual Principal Collections as determined in accordance with the available Investor Reports, as Available Revenue Amounts,

provided that the Cash Manager shall apply such Reconciliation Amount in determining Available Revenue Amounts and Available Principal Amounts for such Monthly Collection Period in accordance with the terms of the Cash Management Agreement and the Cash Manager shall promptly notify the Issuer and the Security Trustee of such Reconciliation Amount.

Termination

The Issuer and the Issuer Security Trustee will have the right to terminate the appointment of the Cash Manager without cause by giving six months' notice in writing to the Cash Manager, or at once or any time thereafter if any of the following events occur:

(a) default is made by the Cash Manager in arranging or effecting the payment (on behalf of the Issuer), on the due date, of any payment due and to be arranged or effected by it (on behalf of the Issuer) under the Cash Management Agreement and such default continues unremedied for a period of five (5) Business Days after the earlier of the Cash Manager becoming aware of such default and receipt by the Cash Manager of written notice from the Issuer or the Issuer Security Trustee, as the case may be, requiring the same to be remedied;

(b) default is made by the Cash Manager in the performance or observance of any of its other covenants and obligations under the Cash Management Agreement, which in the opinion of the Issuer Security Trustee is materially prejudicial to the interests of the Issuer Secured Creditors and such default continues unremedied for a period of twenty (20) Business Days after the earlier of the Cash Manager becoming aware of such default and receipt by the Cash Manager of written notice from the Issuer or the Issuer Security Trustee, as the case may be, requiring the same to be remedied; or

(c) an Insolvency Event with respect to the Cash Manager.

Such termination will not take effect until a substitute cash manager approved by the Issuer, the Servicer and the Issuer Security Trustee has been appointed, with such appointment to be effective no later than the date of such termination. Any substitute cash manager will have substantially the same rights and obligations as the Cash Manager.

Applicable law and jurisdiction

The Cash Management Agreement, and any non-contractual obligations arising of or in connection with it, will be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction to hear any disputes that may arise out of or in connection with the Cash Management Agreement (save that the Issuer Security Trustee may take action or proceeding in any other court of competent jurisdiction).

7. CORPORATE SERVICES AGREEMENT

On or prior to the Closing Date, inter alia, the Issuer, the Corporate Services Provider and the Issuer Security Trustee will enter into a corporate services agreement (the "**Corporate Services Agreement**") pursuant to which the Corporate Services Provider will provide the Issuer with certain corporate and administrative functions against the payment of a fee. Such services include, inter alia, the performance of all general book-keeping (including the preparation of annual financial statements), corporate secretarial, registrar and company administration services for the Issuer (including the provision of three directors at least one of which must be a natural person), the providing of the directors with information in connection with the Issuer and the arrangement for the convening of shareholders' and directors' meetings.

Applicable law and jurisdiction

The Corporate Services Agreement, and any non-contractual obligations arising of or in connection with it, will be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction to hear any disputes that may arise out of or in connection with the Corporate Services Agreement (save that the Note Trustee may take action or proceeding in any other court of competent jurisdiction).

8. BANK ACCOUNT AGREEMENT

General

On or prior to the Closing Date, inter alia, the Issuer and the Account Bank will enter into a bank account agreement (the "**Bank Account Agreement**") pursuant to which the Account Bank will provide the Issuer with certain banking functions including the establishment and operation of the Bank Accounts.

The Account Bank will act in accordance with instructions given to it by the Issuer (or the Cash Manager on the Issuer's behalf) as to the payments to be made out of the relevant account(s) on each Payment Date and other relevant dates, unless otherwise directed in writing by the Issuer Security Trustee. If the Account Bank receives notice in writing from the Issuer Security Trustee that the Note Trustee has served a Note Acceleration Notice on the Issuer, all right, authority and power of the Issuer and the Cash Manager in respect of the Bank Accounts shall be terminated and be of no further effect and the Account Bank shall, upon receipt of such notice from the Issuer Security Trustee, act solely in accordance with the directions of the Issuer Security Trustee or any Appointee or any successor cash manager appointed by the Issuer Security Trustee in relation to the operation of the Bank Accounts in accordance with the terms of the Transaction Documents.

The Account Bank is required to have at least the Minimum Required Ratings. If the Account Bank ceases to have the Minimum Required Ratings, the Cash Manager and the Issuer shall within sixty (60) calendar days of the downgrade of the Account Bank below the minimum ratings required to be an Eligible Bank use commercially reasonable efforts to agree such terms with a replacement financial institution or institutions which is an Eligible Bank.

The Issuer may (with the prior written approval of the Issuer Security Trustee) revoke its appointment of the Account Bank by not less than thirty (30) calendar days' notice to the Account Bank (with a copy to the Issuer Security Trustee). Such revocation shall not take effect until a replacement financial institution or institutions (in each case, which is an Eligible Bank) chosen by the Issuer (with the prior written consent of the Issuer Security Trustee) shall have entered into an agreement on substantially the same terms and form as the Bank Account Agreement.

In the event of such replacement the Account Bank shall assist the other parties thereto to effect an orderly transition of the banking arrangements documented under the Bank Account Agreement and shall transfer all amounts standing to the credit of the Bank Accounts to the accounts with the replacement financial institution notified to it by the Issuer or, as the case may be, the Issuer Security Trustee and the Issuer shall reimburse the Account Bank for its properly incurred costs and any amounts in respect of irrecoverable VAT thereon (including properly incurred costs and expenses) incurred during the period of, and until completion of, such transfer, unless such replacement is due to the resignation of the Account Bank from its role.

Applicable law and jurisdiction

The Bank Account Agreement, and any non-contractual obligations arising of or in connection with it, will be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction to hear any disputes that may arise out of or in connection with the Bank Account Agreement (save that the Issuer Security Trustee may take action or proceeding in any other court of competent jurisdiction).

9. AGENCY AGREEMENT

General

On or prior to the Closing Date, the Issuer, the Note Trustee, the Issuer Security Trustee, the Principal Paying Agent, the Registrar and the Reference Agent will enter into an agency agreement (the "**Agency**

Agreement") pursuant to which provision will be made for, among other things, payment of principal and interest in respect of the Notes.

Applicable law and jurisdiction

The Agency Agreement, and any non-contractual obligations arising of or in connection with it, will be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction to hear any disputes that may arise out of or in connection with the Agency Agreement (save that the Issuer Security Trustee and the Note Trustee may take action or proceeding in any other court of competent jurisdiction).

10. COLLECTION ACCOUNT DECLARATION OF TRUST

General

Pursuant to the Collection Account Declaration of Trust dated the Closing Date, the Seller will declare a trust in favour of itself and the Issuer over all amounts from time to time standing to the credit of the Seller Collection Accounts, into which Obligors pay amounts under Underlying Agreements and other agreements that DLL has with Obligors, whether or not relating to the Receivables.

The interest of the Issuer under such trust shall be from time to time the amounts standing to the credit of the Seller Collection Accounts which have been identified as amounts derived from the Purchased Receivables comprised in the Portfolio. The Seller's interest under such trust shall be equal to the amounts standing to the credit of the Seller Collection Accounts which are not allocated to the Issuer. Pursuant to the Collection Account Declaration of Trust, the Seller will undertake to maintain systems so that the Issuer's interest and the Seller's interest can be identified at any time.

The Seller is required to notify the bank at which the Seller Collection Accounts is held of the Collection Account Declaration of Trust and the terms thereof, including that the Servicer will give the collection account bank instructions, and the collection account bank may continue to act upon such instructions, in connection with transfers from the Accounts until further notice is given to it by DLL, the Servicer or the Issuer. The Seller will use reasonable endeavours (but is not otherwise obliged) to procure that the Seller Collection Accounts Bank acknowledges such notice.

Applicable law and jurisdiction

The Collection Account Declaration of Trust, and any non-contractual obligations arising out of or in connection with it, will be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction to hear any disputes that may arise out of or in connection with the Collection Account Declaration of Trust.

11. SWAP AGREEMENT

Swap Agreement

On or about the Closing Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty. The Swap Agreement will hedge floating interest rate risk on the Class A Notes against income to be received by the Issuer in respect of the Purchased Receivables.

Under the Swap Agreement the Issuer will pay to the Swap Counterparty on each Payment Date an amount determined by reference to a fixed rate of interest and the Principal Amount Outstanding of the Class A Notes. The Swap Counterparty will pay to the Issuer on each Payment Date an amount determined by reference to a floating rate of interest and such Principal Amount Outstanding of the Class A Notes on each Payment Date.

Payments under the Swap Agreement will be made on a net basis on each Payment Date so that a net amount will be due from the Issuer or the Swap Counterparty (as the case may be) on each Payment Date. Payments made by the Issuer under the Swap Agreement (other than the Swap Subordinated Termination Payments) rank higher in priority than all payments on the Notes.

If, *inter alia*: (i) the Swap Counterparty fails to make, when due, any payment to the Issuer under the Swap Agreement or (ii) the Swap Counterparty is declared bankrupt, the Issuer shall promptly give notice thereof to the Back-Up Swap Counterparty in accordance with the Conditional Deed of Novation. Following such notice, the Swap Agreement shall be novated to the Back-Up Swap Counterparty in accordance with the Conditional Deed of Novation. Upon such novation (i) reference to the Swap Counterparty in respect of the Swap Agreement shall be deemed to be a reference to the Back-Up Swap Counterparty; (ii) the Swap Counterparty shall be released from its obligations under the Swap Agreement towards the Issuer, (iii) the Back-Up Swap Counterparty shall have assumed all obligations of the Swap Counterparty towards the Issuer under the Swap Agreement and (iv) the Back-Up Swap Counterparty shall have acquired all rights of the Swap Counterparty as against the Issuer under the Swap Agreement.

The Swap Agreement will be documented under an ISDA Master Agreement. The Swap Agreement will be terminable by one party if, *inter alia*; (i) an applicable event of default or termination event (as set out in the Swap Agreement) occurs in relation to the other party; (ii) it becomes unlawful for either party to perform its obligations under the Swap Agreement; or (iii) an Enforcement Notice is served. Events of default under the Swap Agreement in relation to the Issuer will be limited to (i) non-payment under the Swap Agreement and (ii) certain insolvency events.

Upon the early termination of the Swap Agreement, the Issuer or the Swap Counterparty may be liable to make a termination payment to the other party. The amount of any termination payment will be based on the market value of the Swap Agreement. The market value will be based on market quotations of the cost of entering into a transaction with the same terms and conditions and that would have the effect of preserving the respective full payment obligations of the parties (or based upon loss in the event that no market quotation can be obtained).

In the event that the Issuer is required to withhold or deduct an amount in respect of tax from payments due from it to the Swap Counterparty, the Issuer will not be required pursuant to the terms of the Swap Agreement to pay the Swap Counterparty such amounts as would otherwise have been required to ensure that the Swap Counterparty received the same amounts that it would have received had such withholding or deduction not been made.

In the event that the Swap Counterparty is required to withhold or deduct an amount in respect of tax from payments due from it to the Issuer, the Swap Counterparty will be required pursuant to the terms of the Swap Agreement to pay to the Issuer such additional amounts as are required to ensure that the Issuer receives the same amounts that it would have received had such withholding or deduction not been made.

In either event, the Swap Counterparty will at its own cost, if it is unable to transfer its rights and obligations under the Swap Agreement to another office, have the right to terminate the Swap Agreement. Upon such termination, the Issuer or the Swap Counterparty may be liable to make a termination payment to the other party.

If at any time the Back-Up Swap Counterparty (or its successor) is assigned a rating less than the Minimum Required Rating and/or if any such rating is withdrawn by S&P Global or Fitch, the Swap Counterparty will be required to take certain remedial measures which may include the provision of collateral for its obligations under the Swap Agreement, arranging for its obligations under the Swap Agreement to be transferred to an entity with the Minimum Required Rating, procuring another entity with at least the Minimum Required Rating to become co-obligor or guarantor in respect of its obligations under the Swap Agreement, or (other than Fitch) the taking of such other suitable action as it may then

propose to the Rating Agencies. A failure to take such steps, subject to certain conditions, will give the Issuer the right to terminate the Swap Agreement.

The Issuer and the Swap Counterparty have entered into a credit support annex, which is a part of the Swap Agreement on the basis of the standard ISDA documentation, which provides for requirements relating to the providing of collateral by the Swap Counterparty if the Back-Up Swap Counterparty (or its successor) ceases to have at least the Minimum Required Rating.

The Issuer will maintain a separate account or accounts, as the case may be, with an entity having at least the Minimum Required Rating into which any collateral required to be transferred by the Swap Counterparty in accordance with the provisions set out above will be deposited. Any Swap Collateral transferred by the Swap Counterparty which is in excess of its obligations to the Issuer under the Swap Agreement will be returned to such Swap Counterparty (outside of any priority of payments) prior to the distribution of any amounts due to the Noteholders or the other Issuer Secured Creditors.

The Swap Agreement and any non-contractual obligations arising of or in connection with it, will be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction to hear any disputes that may arise out of or in connection with the Swap Agreement.

TERMS AND CONDITIONS OF THE NOTES

The following are the terms and conditions of the Notes in the form (subject to amendment) in which they will be set out in the Trust Deed. While the Class A Notes are represented by a Global Note, they will be governed by the same terms and conditions except to the extent that such terms and conditions are appropriate only to securities in definitive form or are expressly varied by the terms of the Global Note.
The £306,000,000 Class A floating rate notes due March 2028 (the "**Class A Notes**") and the £43,714,000 Class B 2.5% fixed rate note due March 2028 (the "**Class B Note**" and together with the Class A Notes, the "**Notes**") in each case of DLL UK Equipment Finance 2019-1 PLC (the "**Issuer**") are constituted by a trust deed (the "**Trust Deed**") dated on or about 27 March 2019 (the "**Closing Date**") and made between the Issuer and Intertrust Trustees Limited (in such capacity, the "**Note Trustee**") as trustee for the Noteholders (as defined below). Any reference in these terms and conditions ("**Conditions**") to a Class of Notes or of Noteholders shall be a reference to the Class A Notes or the Class B Note, as the case may be, or to the respective holders thereof.

The security for the Notes is constituted by and pursuant to a deed of charge and assignment (the "**Issuer Deed of Charge**") dated the Closing Date and made between, among others, the Issuer and Intertrust Trustees Limited (in such capacity, the "**Issuer Security Trustee**").

Pursuant to an agency agreement (the "**Agency Agreement**") dated the Closing Date and made between the Issuer, Deutsche Bank AG, London Branch as principal paying agent (the "**Principal Paying Agent**" which expression includes its successors and, together with such additional or other paying agents, if any, appointed from time to time pursuant to the Agency Agreement, the "**Paying Agents**"), Deutsche Bank Luxembourg S.A. as registrar (in such capacity the "**Registrar**") and Intertrust Administrative Services B.V. as Cash Manager (in such capacity the "**Cash Manager**") and the Note Trustee, provision is made for, inter alia, the payment of principal and interest in respect of the Notes of each Class.

The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, the Agency Agreement, the Issuer Deed of Charge and the master definitions and framework agreement (the "**Master Definitions and Framework Agreement** ") dated on or about the Closing Date and made between, inter alios, the Issuer, the Paying Agents and the Note Trustee.

Copies of the Transaction Documents are available for inspection during normal business hours at the specified office for the time being of the Principal Paying Agent. The Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Transaction Documents applicable to them.

Capitalised terms not otherwise defined in these Conditions shall bear the meanings given to them in the Master Definitions and Framework Agreement available as described above. These Conditions shall be construed in accordance with the principles of construction set out in the Master Definitions and Framework Agreement.

1. FORM, DENOMINATION AND TITLE

1.1 Form and Denomination

The Class A Notes are initially represented by a global note certificate in registered form (a "**Global Note**"). For so long as Class A Notes are represented by a Global Note, transfers and exchanges of beneficial interests in such Global Note and entitlement to payments thereunder will be effected subject to and in accordance with the rules and procedures from time to time of Euroclear Bank S.A./N.V. ("**Euroclear**") or Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**"), as appropriate. The Class A Notes will be in NSS form and will be deposited with and registered in the name of a nominee of a common safekeeper for Euroclear and Clearstream, Luxembourg.

The Class B Note will be in dematerialised registered form and will not be cleared.

For so long as the Class A Notes are represented by a Global Note and Euroclear and Clearstream, Luxembourg so permit, the Notes shall be tradable only in minimum nominal amounts of £100,000 and integral multiples of £1,000 thereafter.

If, while any Class A Notes are represented by a Global Note:

(a) both Euroclear and Clearstream, Luxembourg are closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announce an intention permanently to cease business or do so cease to do business and no alternative clearing system satisfactory to the Note Trustee is available; or

(b) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom (or of any political subdivision thereof) or of any authority therein or thereof having power to tax, or in the interpretation or administration by a revenue authority or a court or in the application of such laws or regulations, which becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will be required to make any deduction or withholding for or on account of tax from any payment in respect of the Notes which would not be required were the relevant Notes in definitive registered form,

the Issuer will issue notes in definitive registered form ("**Registered Definitive Notes**") to Noteholders whose accounts with the relevant clearing systems are credited with interests in that Global Note in exchange for those interests within 30 days of the relevant event. The Global Note will not be exchangeable for Registered Definitive Notes in any other circumstances.

If Registered Definitive Notes are issued in respect of Class A Notes originally represented by a Global Note, the beneficial interests represented by such Global Note shall be exchanged by the Issuer for the relevant Notes in registered definitive form. The aggregate principal amount of the Registered Definitive Notes shall be equal to the Principal Amount Outstanding at the date on which notice of exchange is given of the Global Note, subject to and in accordance with the detailed provisions of these Conditions, the Agency Agreement, the Trust Deed and the Global Note.

Registered Definitive Notes (which, if issued, will be in the denomination set out below) will be serially numbered and will be issued in registered form only.

The minimum denomination of the Notes in global and (if issued and printed) definitive form will be £100,000.

"**Noteholders**" means the person in whose name such Note is registered at that time in the Register or, in the case of a joint holding, the first named person; provided that, so long as the Class A Notes are represented by a Global Note, the term "**Noteholder**" or "**Holder**" will include the persons for the time being (other than the Clearing Systems themselves) set out in the records of the Clearing Systems as the holder of a particular Principal Amount Outstanding (as defined in Condition 6.4) of the Notes of any Class (in which regard any certificate or other document issued by Clearstream, Luxembourg or Euroclear as to the Principal Amount Outstanding of the Notes standing to the account of any person shall be conclusive and binding for all purposes) and such person shall be treated by the Issuer, the Note Trustee, the Issuer Security Trustee and all other persons as the holder of such Principal Amount Outstanding of such Notes for all purposes, other than for the purpose of payments in respect thereof, the right to which shall be vested, as against the Issuer, the Note Trustee, the Issuer Security Trustee and all other persons, solely in the person in whose name the Global Note is registered in accordance with and subject to the terms of the Global Note and the Trust Deed and for which purpose

"**Noteholder**" and "**Noteholders**" and related expressions shall (where appropriate) be construed accordingly.

1.2 **Title**

Title to the Global Note shall pass by and upon registration in the register (the "**Register**") which the Issuer shall procure to be kept by the Registrar. The registered holder of a Global Note may (to the fullest extent permitted by applicable laws) be deemed and treated at all times, by all persons and for all purposes (including the making of any payments), as the absolute owner of such Global Note regardless of any notice of ownership, theft or loss or any trust or other interest therein or of any writing thereon (other than the endorsed form of transfer).

Title to the Class B Note and a Registered Definitive Note shall only pass by and upon registration of the transfer in the Register. Registered Definitive Notes may be transferred upon the surrender of the relevant Registered Definitive Note, with the form of transfer endorsed on it duly completed and executed, at the specified office of the Registrar. Such transfers shall be subject to the minimum denominations specified in Condition 1.1 (*Form and Denomination*) above. All transfers of Registered Definitive Notes are subject to any restrictions on transfer set forth on the Registered Definitive Notes and the detailed regulations concerning transfers in the Agency Agreement.

Each new Registered Definitive Note to be issued upon transfer of such Registered Definitive Note will, within five Business Days of receipt and surrender of such Registered Definitive Note (duly completed and executed) for transfer, be available for delivery at the specified office of the Registrar or be mailed at the risk of the transferee entitled to such Registered Definitive Note to such address as may be specified in the relevant form of transfer.

Registration of the Class B Note or a Registered Definitive Note on transfer will be effected without charge by the Registrar, but subject to payment of (or the giving of such indemnity as the Registrar may require for) any tax, stamp duty or other government charges which may be imposed in relation to it.

No Noteholder may require the transfer of such Note to be registered during the period of 15 days ending on the due date for any payment of principal or interest on such Note.

The Notes are not issuable in bearer form.

2. STATUS AND RELATIONSHIP BETWEEN THE NOTES AND SECURITY

2.1 **Status and relationship between the Notes**

(a) The Class A Notes constitute direct, secured and, subject as provided in Condition 10 (*Enforcement*), unconditional obligations of the Issuer. The Class A Notes rank *pro rata* and *pari passu* without preference or priority amongst themselves.

(b) The Class B Note constitutes direct secured and, subject as provided in Condition 10 (*Enforcement*) and Condition 15 (*Subordination by deferral*), unconditional obligation of the Issuer. The Class B Note ranks junior to the Class A Notes as provided in these Conditions and the Transaction Documents.

(c) The Trust Deed contains provisions requiring the Note Trustee to have regard to the interests of the Class A Noteholders and the Class B Noteholder equally as regards all rights, powers, trusts, authorities, duties and discretions of the Note Trustee (except where expressly provided otherwise), but requiring the Note Trustee in any such case to have regard only to the interests of the Class A Noteholders (for so long as there are any

Class A Notes outstanding) if, in the Note Trustee's opinion, there is a conflict between the interests of:

(A) the Class A Noteholders; and

(B) the Class B Noteholder.

(d) The Trust Deed contains provisions limiting the powers of the Class B Noteholder to request or direct the Note Trustee to take any action or to pass an effective Extraordinary Resolution (as defined in the Trust Deed) according to the effect thereof on the interests of the Class A Noteholders. Except in certain circumstances the Trust Deed contains no such limitation on the powers of the Class A Noteholders, the exercise of which will be binding on the Class B Noteholder, irrespective of the effect thereof on their interests.

2.2 **Security**

(a) The security constituted by or pursuant to the Issuer Deed of Charge is granted to the Issuer Security Trustee, to be held on trust for itself, the Noteholders and certain other creditors of the Issuer, upon and subject to the terms and conditions of the Issuer Deed of Charge.

(b) The Noteholders will share in the benefit of the security constituted by or pursuant to the Issuer Deed of Charge, upon and subject to the terms and conditions of the Issuer Deed of Charge.

3. COVENANTS

3.1 So long as any Note remains outstanding, the Issuer shall comply with each of the covenants in the Trust Deed and shall not, save with the prior written consent of the Issuer Security Trustee and the Note Trustee:

(a) **Negative pledge**: unless granted under any of the Transaction Documents, create or permit to subsist any encumbrance (unless arising by operation of law) or other Security Interest, over any of its assets or undertaking; or

(b) **Restrictions on activities**: (i) engage in any activity whatsoever which is not incidental to or necessary in connection with any of the activities in which the Transaction Documents provide or envisage that the Issuer will engage; (ii) have any subsidiaries (as defined in the Companies Act 1985), any subsidiary undertakings (as defined in the Companies Act 2006) or any employees or premises; or (iii) own any assets other than the Purchased Receivables, the Ancillary Rights related thereto, the Bank Accounts and its rights under the Transaction Documents; or

(c) **Disposal of assets**: transfer, sell, lend, part with or otherwise dispose of, or deal with, or grant any option or present or future right to acquire any of its assets or undertakings or any interest estate, right title or benefit therein; or

(d) **Dividends or distributions**: pay any dividend (other than from amounts standing to the credit of its Retained Profit Ledger) or make any other distribution to its shareholders or issue any further shares; or

(e) **Indebtedness**: incur any financial indebtedness other than permitted under the Transaction Documents or give any guarantee in respect of any financial indebtedness or of any other obligation of any person or enter into any derivatives transaction other than pursuant to the Transaction Documents and which are solely interest rate

derivatives whose written terms directly relate to the Class A Notes and reduction of interest rate risks related to the Class A Notes and the Purchased Receivables; or

(f) **Merger**: consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entirety to any other person, or acquire any assets or properties other than as acquired pursuant to the Transaction Documents; or

(g) **No modification or waiver**: permit any of the Transaction Documents to which it is a party to become invalid or ineffective or permit the priority of the security interests created or evidenced thereby or pursuant thereto to be varied or agree to any modification of, or grant any consent, approval, authorisation or waiver pursuant to, or in connection with, any of the Transaction Documents to which it is a party or permit any party to any of the Transaction Documents to which it is a party to be released from its obligations or exercise any right to terminate any of the Transaction Documents to which it is a party; or

(h) **Bank accounts**: have an interest in any bank account other than the Bank Accounts, unless such account or interest therein is charged to the Issuer Security Trustee on terms acceptable to it or make any investments with the funds on deposit in the Bank Accounts; or

(i) **Corporation tax**: prejudice its eligibility for its corporation tax liability to be calculated in accordance with regulation 14 of the Taxation of Securitisation Companies Regulations 2006 (SI 2006/3296); or

(j) **VAT**: apply to become part of any group for the purposes of section 43 of the Value Added Tax Act 1994 with any other company or group of companies, or such act, regulation, order, statutory instrument or directive which may from time to time re-enact, replace, amend, vary, codify, consolidate or repeal the Value Added Tax Act 1994.

3.2 **Registration of Issuer Security**

The Issuer covenants to the Issuer Security Trustee that it will make a filing with the Registrar of Companies of duly completed Forms MR01 in respect of itself together with a certified copy of the Issuer Deed of Charge and the Scottish Supplemental Charge within the applicable time limit.

3.3 **Centre of main interests and establishment**

The Issuer covenants to the Issuer Security Trustee and the Note Trustee that it will conduct its business and affairs such that, at all relevant times, its "centre of main interests" for the purposes of the Insolvency Regulation and the UNCITRAL Implementing Regulations will be and remain in England and Wales and that it will not have any "establishment" (as defined in the Insolvency Regulation and the UNCITRAL Implementing Regulations) other than in England and Wales

3.4 **Documents for inspection**

The Issuer will provide the Paying Agents with copies of the Transaction Documents, which will be available for inspection by Noteholders during normal business hours at the specified office for the time being of the Principal Paying Agent.

4. INTEREST

4.1 Interest Accrual

Each Note (or, in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest from and including the due date for redemption unless, upon due presentation in accordance with Condition 5 (*Payments*), payment of the principal in respect of the Note is improperly withheld or refused or default is otherwise made in respect of the payment in which event interest shall continue to accrue as provided in the Trust Deed.

4.2 Payment Dates

Each Note bears interest on its Principal Amounts Outstanding from and including the Closing Date payable monthly in arrear on the 25th calendar day of each calendar month (each an "**Payment Date**") in respect of the Interest Period (as defined below) ended immediately prior thereto. If any Payment Date would otherwise fall on a day which is not a Business Day, it shall be postponed to the next day which is a Business Day unless it would then fall into the next calendar month, in which event the Payment Date shall be brought forward to the immediately preceding Business Day. The first Payment Date shall be the Payment Date falling in May 2019. The period from and including the Closing Date to but excluding the first Payment Date and each successive period from and including an Payment Date to but excluding the next succeeding Payment Date is called an "**Interest Period**".

4.3 Rate of Interest

The interest rate applicable to the Class A Notes shall be Sterling LIBOR plus 0.83% per annum (the "**Class A Notes Interest Rate**") for each Interest Period, with LIBOR being determined by the Reference Agent on the following basis:

(a) at or about 11.00 a.m. (London time) on each Payment Date (each such day, a "**LIBOR Determination Date**"), the Reference Agent will determine the offered quotation to leading banks in the London interbank market ("**LIBOR**") for one month Sterling deposits (or, with respect to the first Interest Period, the rate which represents the linear interpolation of LIBOR for two months and three months deposits in Sterling) (rounded to five decimal places with the mid-point rounded up) by reference to the display designated as the British Bankers' Association's Interest Settlement Rate as quoted on page LIBOR01 of the Reuters screen service (the "**LIBOR Screen Rate**"). As used in this Condition 4.3, "**page LIBOR01**" means the display page so designated on the Reuters screen service administered by ICE Benchmark Administration Limited (or such other page as may replace that page on that service or such other service or services as may be nominated for the purpose of displaying London interbank offered rates for Pounds Sterling deposits) (the "**Administrator**"). If the agreed page is replaced or service ceases to be available, the Reference Agent may specify another page or service displaying the appropriate rate after consultation with the Note Trustee and the Principal Paying Agent; or

(b) if the LIBOR Screen Rate is not then available for Sterling or for the Interest Period of the Class A Notes, the arithmetic mean of the rates (rounded to five decimal places with the mid-point rounded up) as supplied to the Reference Agent at its request by the principal London office of each of the Reference Banks or such other banks which the Reference Agent (in consultation with the Note Trustee and the Principal Paying Agent) may appoint from time to time at or about 11.00 a.m. on the LIBOR Determination Date for the offering of deposits to the leading banks in the London interbank market in Sterling and for a period comparable to the Interest Period for the Notes. If on any LIBOR Determination Date, only two of three of the Reference Banks provide such offered quotations to the Reference Agent, 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 LIBOR Determination Date, only one quotation is provided as requested, the rate for that LIBOR Determination Date will be the arithmetic mean (rounded to five decimal places with the mid-point rounded up) of the rates quoted by leading banks in London selected by the Reference Agent (which bank or banks is or are in the opinion of the Note Trustee suitable for such purpose).

(c) On the occurrence of the events described in Condition 11.9(10) (the "**Relevant Time**"), the Issuer (acting on the advice of the Servicer) shall, without undue delay, use commercially reasonable endeavours to propose an Alternative Benchmark Rate in accordance with Condition 11.9(10) (the "**Relevant Condition**"). For the avoidance of doubt, if an Alternative Benchmark Rate proposed by or on behalf of the Issuer (including any Alternative Benchmark Rate which was proposed prior to the Relevant Time pursuant to the Relevant Condition) has failed to be implemented in accordance with the Relevant Condition as a result of Noteholder objections to the modification, the Issuer shall not be obliged to propose an Alternative Benchmark Rate under this Condition 4.3.

The interest rate applicable to Class B Note shall be 2.5% per annum (the "**Class B Note Interest Rate**", and together with the Class A Notes Interest Rate, the "**Interest Rate**").

There will be no maximum Interest Rate. In the event that the Interest Rate for any Interest Period is determined in accordance with the provisions this Condition 4.3 to be less than zero, the Interest Rate for such Interest Period shall be zero.

4.4 **Determination of Rate of Interest and Interest Amounts**

The Cash Manager will, as soon as practicable after 11.00 a.m. (London time) on the LIBOR Determination Date in relation to each Interest Period but in no event later than the third Business Day thereafter, calculate the amount of interest (the "**Class A Notes Interest Amount**") payable in respect of each Class A Note for such Interest Period. The Class A Notes Interest Amount for the immediately following Interest Period shall be calculated by multiplying the relevant Class A Notes Interest Rate for the relevant Interest Period by the relevant Principal Amount Outstanding of such Class A Notes (as outstanding at the end of the immediately preceding Payment Date or, in case of the first Interest Period, the Closing Date), and by the actual number of days in such Interest Period divided by 365 and rounding the resulting figure to the nearest £0.01 (half of £0.01 being rounded upwards) (the "**Sterling Day Count Fraction**"). The aggregate Class A Notes Interest Amount payable on the Class A Notes shall be equal to the Class A Notes Interest Amount payable per Class A Note multiplied by the number of Class A Notes. Such aggregate Class A Notes Interest Amount shall be calculated by the Cash Manager. In these Conditions (except where otherwise defined), the expression "**Reference Banks**" means the principal London office of each of three major banks engaged in the London interbank market selected by the Reference Agent, provided that, once a Reference Bank has been selected by the Reference Agent, that Reference Bank shall not be changed unless and until it ceases to be capable of acting as such.

The amount of interest payable in respect of each Class B Note (the "**Class B Note Interest Amount**") on each Payment Date shall be calculated not later than on the first day of the Interest Period by applying the Class B Note Interest Rate for such period to the Principal Amount Outstanding of such Class B Note during such Interest Period, multiplying the product by the Sterling Day Count Fraction.

4.5 **Publication of Rate of Interest and Interest Amounts**

The Cash Manager shall cause each of the Class A Notes Interest Rate, Class B Note Interest Rate, the Class A Notes Interest Amount, C and Class B Note Interest Amount applicable for the

relevant Interest Period and the immediately succeeding Payment Date to be notified to the Issuer, the Note Trustee, the Registrar and the Paying Agents, each of the Clearing Systems and to any stock exchange or other relevant authority on which the Notes (other than the Class B Note) are at the relevant time admitted to trading and/or listed and to be published in accordance with Condition 14 (*Notices*) as soon as possible after their determination and in no event later than the second Business Day thereafter. The Class A Notes Interest Amount, the Class B Note Interest Amount and the Payment Date may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period.

4.6 **Determination by the Note Trustee**

The Note Trustee may, if the Cash Manager defaults at any time in its obligation to: (i) determine the Class A Notes Interest Rate; or (ii) to calculate the Class A Notes Interest Amount and/or the Class B Note Interest Amount in accordance with the above provisions, (in each case without liability for so doing) (a) determine such Class A Notes Interest Rate at such rates as, in its absolute discretion (having such regard as it shall think fit to the procedure described above) it shall deem fair and reasonable in all the circumstances or (b) calculate the Class A Notes Interest Amount and/or the Class B Note Interest Amount, as the case may be, and each such determination or calculation shall be deemed to be a determination or calculation by the Cash Manager. For the avoidance of doubt, the Interest Rate applicable to any Class of Notes for any Interest Period as determined by the Note Trustee shall not be less than zero.

4.7 **Notifications, etc. to be Final**

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4, whether by the Reference Banks (or any of them), the Cash Manager or the Note Trustee, will (in the absence of manifest error) be binding on the Issuer, the Note Trustee, the Cash Manager, the Registrar, the Paying Agents and all Noteholders and (in the absence of negligence, wilful default or fraud) no liability to the Issuer or the Noteholders shall attach to the Reference Banks (or any of them), the Cash Manager or, if applicable, the Note Trustee in connection with the exercise or non-exercise by any of them of their powers, duties and discretions under this Condition 4.

4.8 **Cash Manager**

The Issuer shall procure that, so long as any of the Notes remains outstanding, there is at all times a Cash Manager for the purposes of the Notes and the Issuer may, subject to the prior written approval of the Note Trustee, terminate the appointment of the Cash Manager. In the event of the appointed office of any bank being unable or unwilling to continue to act as the Cash Manager or failing duly to determine the Class A Notes Interest Rate and the Interest Amounts for any Interest Period, the Issuer shall, subject to the prior written approval of the Note Trustee, appoint, the London office of another major bank engaged in the London interbank market to act in its place. The Cash Manager may not resign its duties or be removed without a successor having been appointed.

4.9 **Reference Agent**

The Issuer shall procure that, so long as any of the Notes remains outstanding, there is at all times a Reference Agent for the purposes of the Notes and the Issuer may, subject to the prior written approval of the Note Trustee, terminate the appointment of the Reference Agent. In the event of the appointed office of any bank being unable or unwilling to continue to act as the Reference Agent or failing duly to determine the Class A Notes Interest Rate and the Interest Amounts for any Interest Period, the Issuer shall, subject to the prior written approval of the

Note Trustee, appoint, the London office of another major bank engaged in the London interbank market to act in its place. The Reference Agent may not resign its duties or be removed without a successor having been appointed.

5. PAYMENTS

5.1 Payment of Interest and Principal

Payments of principal and interest in respect of the Notes shall be made by Sterling cheque or upon application by the relevant Noteholder to the specified office of the Principal Paying Agent not later than the 15th day before the due date for any such payment, by transfer to a Sterling account maintained by the payee with a bank in London and (in the case of final redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Global Note or Registered Definitive Notes (as the case may be) at the specified office of any Paying Agent.

5.2 Laws and Regulations

Payments of principal and interest in respect of the Notes are subject, in all cases, to (i) any fiscal or other laws and regulations applicable thereto in the place of payment and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto ("**FATCA**"). Noteholders will not be charged commissions or expenses on payments.

5.3 Payment of Interest following a Failure to pay Principal

If payment of principal is improperly withheld or refused on or in respect of any Note or part thereof, the interest which continues to accrue in respect of such Note in accordance with Condition 4.1 (*Interest Accrual*) and Condition 4.3 (*Rate of Interest*) will be paid, in respect of a Global Note, as described in Condition 5.1 (*Payment of Interest and Principal*) above and, in respect of any Registered Definitive Note, in accordance with this Condition 5.

5.4 Change of Paying Agents

The Issuer reserves the right, subject to the prior written approval of the Note Trustee, at any time to vary or terminate the appointment of the Principal Paying Agent or the Registrar and to appoint additional or other agents provided that:

(a) there will at all times be a person appointed to perform the obligations of (i) the Principal Paying Agent with a specified office in such place as may be required by the rules and regulations of relevant stock exchange and competent authority; and (ii) the Registrar with a specified office in Luxembourg or in London; and

(b) the Issuer undertakes that it will ensure that it maintains a Paying Agent in a member state of the European Union that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive.

Except where otherwise provided in the Trust Deed or the Agency Agreement, the Issuer will cause notice of no more than 30 days and no less than 15 days of any change in or addition to the Paying Agents or the Registrar or their specified offices to be given to the Noteholders in accordance with Condition 14 (*Notices*) and will notify the Rating Agencies of such change.

5.5 **No Payment on non-Business Day**

If the date for payment of any amount in respect of a Note is not a Business Day, Noteholders shall not be entitled to payment until the next following Business Day in the relevant place (the **"Presentation Date"**) and shall not be entitled to further interest or other payment in respect of such delay.

5.6 **Partial Payment**

If a Paying Agent makes a partial payment in respect of any Note, the Registrar will, in respect of the relevant Note, annotate the Register indicating the amount and date of such payment.

5.7 **Payment of Interest**

If interest is not paid in respect of a Note of any Class on the date when due and payable (other than because the due date is not a Presentation Date (as defined in Condition 5.5 (*No Payment on non-Business Day*)) or by reason of non-compliance by the Noteholder with Condition 5.1 (*Payment of Interest and Principal*), then such unpaid interest shall itself bear interest at the Interest Rate applicable from time to time to such Note until such interest and interest thereon are available for payment and notice thereof has been duly given in accordance with Condition 14 (*Notices*).

6. REDEMPTION

6.1 **Redemption at maturity**

Unless previously redeemed in full, the Issuer will redeem the Notes at their respective Principal Amounts Outstanding on the Payment Date falling in March 2028 (the "**Final Maturity Date**").

6.2 **Optional redemption in whole for taxation or other reasons**

The Issuer may redeem all (but not some only) of the Notes of each Class at their Principal Amount Outstanding together with accrued but unpaid interest up to but excluding the date of redemption on any Payment Date:

(a) after the date on which by reason of a change in tax law (or the application or official interpretation thereof), which change becomes effective on or after the Closing Date, on the next Payment Date, the Issuer or the Paying Agents would be required to deduct or withhold from any payment of principal or interest on any Class of the Notes any amount for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by United Kingdom or any political sub-division thereof or any authority thereof or therein having power to tax then the Issuer; or

(b) after the date on which: (a) by reason of a change in law, regulation, interpretation, action or response of a regulatory authority or other economic circumstances, the regulatory treatment of the Notes has become materially less favourable to the Issuer than originally expected; or (b) as a result of: (i) the adoption of, or any change in, any relevant law or regulation; (ii) the promulgation of, or any change in the interpretation by any court, tribunal, government or regulatory authority with competent jurisdiction (a "**Relevant Authority**") of, any relevant law or regulation; or (iii) the public or private statement or action by, or response of, any Relevant Authority or any official or representative of any Relevant Authority acting in an official capacity, the Issuer has suffered or there is a reasonable likelihood that it will suffer a material adverse consequence in connection with issuing the Notes or with maintaining the existence of

the Issuer or the Notes and such material adverse consequence cannot be avoided by the Issuer taking reasonable measures available to it; or

(c) on or after the Payment Date falling in December 2021 following the occurrence of a LIBOR Trigger Event; or

(d) after the date on which the Aggregate Receivables Principal Balance of the Portfolio as at the immediately preceding Calculation Date is not more than 10% of the Aggregate Receivables Principal Balance of the Portfolio on the Cut-Off Date and the Seller exercises its option to repurchase the Purchased Receivables in full under the Purchase Agreement, which requires the Issuer to redeem the Notes in full,

subject to the following:

(i) the Issuer has given not more than 60 nor less than 15 days' notice (or, in the case of an event described in sub-paragraph (a) above, such shorter period expiring on or before the latest date permitted by relevant law) to the Noteholders in accordance with Condition 14 (*Notices*) and to the Note Trustee; and

(ii) prior to the publication of any notice of redemption pursuant to this Condition 6.2, the Issuer shall deliver to the Note Trustee a certificate signed by two directors of the Issuer stating that: (A) one or more of the events described in sub-paragraphs (a), (b), (c) or (d) is continuing and in the case of the relevant event described in sub-paragraph (a) above, the relevant event described above is continuing and that the appointment of a Paying Agent in another jurisdiction or a substitution of a company incorporated and/or tax resident in another jurisdiction would not avoid the effect of the relevant event or that, having used its reasonable endeavours, the Issuer is unable to arrange such a substitution; and (B) the Issuer will have the necessary funds to pay all principal and interest due in respect of the Notes on the relevant Payment Date and any amounts required under the relevant Priority of Payments to be paid in priority or *pari passu* with the Notes outstanding in accordance with the terms and conditions thereof and the Note Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above and, if it does so, it shall be conclusive and binding on the Noteholders.

6.3 **Mandatory redemption in part**

On each Payment Date prior to the delivery of a Note Acceleration Notice by the Note Trustee, the Issuer shall apply Available Principal Amounts in redemption of the Notes, in accordance with the Pre-Enforcement Principal Priority of Payments.

On and after delivery of a Note Acceleration Notice by the Note Trustee, the Issuer shall redeem the Notes in accordance with the Post-Enforcement Priority of Payments.

For the avoidance of doubt the Notes will be redeemed, subject to and in accordance with the relevant Priority of Payments on each Payment Date.

6.4 **Principal Amount Outstanding**

The "**Principal Amount Outstanding**" of a Note on any date shall be its original principal amount less the aggregate amount of all principal payments in respect of such Note which have become due and payable and received by the relevant Noteholder since the Closing Date except if and to the extent that any such payment has been improperly withheld or refused.

6.5 **Notice of redemption**

Any such notice as is referred to in Condition 6.2 (*Optional redemption in whole for taxation or other reasons*) above shall be irrevocable and, upon the expiry of such notice, the Issuer shall be bound to redeem the Notes at the applicable amounts specified above.

6.6 **No purchase by the Issuer**

The Issuer will not be permitted to purchase any of the Notes.

6.7 **Cancellation**

All Notes redeemed in full will be cancelled upon redemption and may not be resold or re-issued.

7. TAXATION

All payments in respect of the Notes by or on behalf of the Issuer shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**"), unless the withholding or deduction of the Taxes is required by applicable law. In that event, the Issuer or, as the case may be, the relevant Paying Agent shall make such payment after the withholding or deduction has been made and shall account to the relevant authorities for the amount required to be withheld or deducted. Neither the Issuer nor any Paying Agent shall be obliged to make any additional payments to Noteholders in respect of such withholding or deduction.

8. PRESCRIPTION

Claims in respect of principal and interest on the Notes will be prescribed after 10 years (in the case of principal) and five years (in the case of interest) from the Relevant Date in respect of the relevant payment.

In this Condition 8, the "**Relevant Date**", in respect of a payment, is the date on which such payment first becomes due or (if the full amount of the moneys payable on that date has not been duly received by the Principal Paying Agent or the Note Trustee on or prior to such date) the date on which, the full amount of such moneys having been received, notice to that effect is duly given to the relevant Noteholders in accordance with Condition 14 (*Notices*).

9. ISSUER EVENTS OF DEFAULT

9.1 The Note Trustee in its absolute discretion may, and if so directed in writing by the holders of not less than 25% of the Aggregate Principal Amount Outstanding of the Class A Notes while they remain outstanding and thereafter the Class B Note while it remains outstanding (the "**Most Senior Class Outstanding**") or if so directed by an Extraordinary Resolution of the Most Senior Class Outstanding (subject, in each case, to being indemnified and/or secured and/or prefunded to its satisfaction against all liabilities to which it may become liable or which it may incur by so doing), shall give notice (a "**Note Acceleration Notice**") to the Issuer that all Classes of the Notes are immediately due and repayable at their respective Principal Amounts Outstanding, together with accrued interest as provided in the Trust Deed, in any of the following events (each, an "**Issuer Event of Default**"):

(a) an Insolvency Event occurs with respect to the Issuer; or

(b) the Issuer defaults in the payment of any interest or principal in respect of the Most Senior Class Outstanding when the same becomes due and payable, and such default continues for a period of ten (10) Business Days; or

(c) the Issuer fails to perform or observe any of its other obligations under the Conditions or any Transaction Document to which it is a party (excluding, for the avoidance of doubt, its obligations to make payments of principal or interest on the Notes) and such default is, in the opinion of the Note Trustee, to be certified in writing, materially prejudicial to the interests of the Noteholders of the Most Senior Class Outstanding and is either (i) in the opinion of the Note Trustee, incapable of remedy; or (ii) in the opinion of the Note Trustee, capable of remedy, but remains unremedied for a period of thirty (30) calendar days or such longer period as the Note Trustee may agree after the Note Trustee has given written notice of such default to the Issuer; or

(d) the Issuer Security Trustee, on behalf of the Issuer Secured Creditors, fails or ceases to have a valid and perfected first priority charge, security interest or pledge in the Issuer Charged Assets or purported Issuer Charged Assets or there shall exist any adverse claims on such Issuer Charged Assets other than to the extent permitted by the Transaction Documents; or

(e) except as otherwise expressly permitted by the Transaction Documents, any Transaction Document ceases, for any reason, to be in full force and effect; or

(f) it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes or the Transaction Documents.

9.2 **General**

Upon the service of a Note Acceleration Notice by the Note Trustee in accordance with Condition 9.1 above, all Classes of the Notes then outstanding shall thereby immediately become due and repayable at their respective Principal Amounts Outstanding, together with accrued interest as provided in the Trust Deed, and the security constituted by the Issuer Deed of Charge will become immediately enforceable.

10. ENFORCEMENT

The Note Trustee may, at any time, at its discretion and without notice, or, if so directed in writing by the holders of not less than 25% of the Aggregate Principal Amount Outstanding of the Most Senior Class Outstanding or if so directed by an Extraordinary Resolution of the Most Senior Class Outstanding shall, take such action under or in connection with any of the Transaction Documents in such a manner as it may think fit (including, without limitation, directing the Issuer Security Trustee to take any action under or in connection with any of the Transaction Documents or, after the service of a Note Acceleration Notice, to take steps to enforce the security constituted by or pursuant to the Issuer Deed of Charge), provided that:

(a) (except where expressly provided otherwise) the Issuer Security Trustee shall not, and shall not be bound to, take any action under the Issuer Deed of Charge unless it shall have been so directed in writing by (i) the Note Trustee or (ii) if there are no Notes outstanding, the Issuer Secured Creditor who ranks most senior in the Post-Enforcement Priority of Payments (other than the Note Trustee or Issuer Security Trustee);

(b) neither the Note Trustee nor the Issuer Security Trustee shall be bound to take any such action unless it shall have been indemnified and/or secured and/or pre-funded to its satisfaction; and

(c) neither the Note Trustee nor the Issuer Security Trustee shall be entitled to take any steps or proceedings to procure the winding-up, administration or liquidation of the Issuer.

Notwithstanding the foregoing, the Issuer Deed of Charge provides that, upon application being made to a court of competent jurisdiction for an administration order or the service of a notice of intention to appoint an administrator or the filing of documents with the court for the appointment of an administrator in relation to the Issuer or other order having substantially the same effect to be made on application by a creditor or creditors of the Issuer, the Issuer Security Trustee shall, subject to having actual written notice of the relevant event and to it being indemnified and/or secured and/or prefunded to its satisfaction, as soon as practicable use all reasonable endeavours to appoint one major accounting firm (which shall, to the extent permitted by law, be an "administrative receiver" under Section 29(2) of the Insolvency Act") (a "**Receiver**") of the whole of the security for as long as an administrator has not been appointed and, in the case of any application to the court or petition, the Issuer Security Trustee shall instruct the administrative receiver to attend at the hearing of the application or petition with a view to the Receiver taking such steps as are necessary to act for the interests of the Issuer Secured Creditors and to prevent the appointment of an administrator, who would act in the interests of all of the creditors of the Issuer, whether secured or not. The Issuer Secured Creditors shall thereafter cooperate and do all acts and enter into such further documents, deeds or agreements as the Issuer Security Trustee may deem necessary or desirable for a Receiver to be appointed and carry out its office.

The Issuer Deed of Charge further provides that: (i) the Issuer Security Trustee will not be liable for any failure to appoint a Receiver in respect of the Issuer, save in the case of its own gross negligence, wilful default or fraud; (ii) in the event that the Issuer Security Trustee appoints a Receiver in respect of the Issuer under the Issuer Deed of Charge in the circumstances set out in the paragraph above, then the Issuer shall waive any claims against the Issuer Security Trustee in respect of the appointment of the Receiver; and (iii) the Issuer Security Trustee shall have no obligation to indemnify any Receiver appointed by it except to the extent of (and from) the cash and assets comprising the Issuer Security held by the Issuer Security Trustee at such time and available for such purpose.

Nothing in this Condition 10 will require the immediate and automatic liquidation of the Purchased Receivables at market value by the Note Trustee, the Issuer Security Trustee, or any other party to the Transaction Documents

11. MEETINGS OF NOTEHOLDERS, MODIFICATION AND WAIVER

11.1 The Trust Deed contains provisions for convening meetings of the Noteholders of each Class (and for this purpose, the Class A Notes shall be considered a single Class) and, in certain cases, more than one Class to consider any matter affecting their interests, including: sanctioning by Extraordinary Resolution of a Basic Terms Modification (defined below); sanctioning any compromise or arrangement proposed to be made between the Issuer, any other party to any Transaction Document, the Note Trustee, the Issuer Security Trustee, any Appointee and the Noteholders or any of them; sanctioning any abrogation, modification, compromise or arrangement in respect of the rights of the Note Trustee, the Issuer Security Trustee, any Appointee, the Noteholders, the Issuer or any other party to any Transaction Document against any other or others of them or against any of their property whether such rights arise under any Transaction Document or otherwise; assenting to any modification of the provisions of any Transaction Document which is proposed by the Issuer, the Note Trustee, any other party to any Transaction Document or any Noteholder; giving any authority or sanction which under the provisions of any Transaction Document is required to be given by Extraordinary Resolution; appointing any persons (whether Noteholders or not) as a committee or committees to represent the interests of the Noteholders and conferring upon such committee or committees any powers or discretions which the Noteholders could themselves exercise by Extraordinary Resolution; approving of a person to be appointed a trustee and removing or, as the case may be, directing the removal of, any trustee or trustees for the time being of the Trust Deed or the Issuer Deed of Charge; discharging or exonerating the Note Trustee, the Issuer Security Trustee or any Appointee from any liability in respect of any act or omission for which it may have become or

may become responsible under the Trust Deed or any other Trnsaction Document; and authorising the Note Trustee and/or any Appointee: (i) to concur in and execute and do; or (ii) to direct the Issuer Security Trustee to concur in and execute and do, all such deeds, instruments, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution; sanctioning any scheme or proposal for the exchange or sale of the Notes for or the conversion of the Notes into or the cancellation of the Notes in consideration of shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as aforesaid and partly for or into or in consideration of cash; waiving any breach or authorising any proposed breach by the Issuer or (if relevant) any other Transaction Party of any obligation under or in respect of the Transaction Documents or any act or omission which may otherwise constitute an Issuer Event of Default or Issuer Potential Event of Default; and approving the substitution of any entity for the Issuer (or any previous substitute) as principal debtor under the Trust Deed.. A meeting of Noteholders (or any Class thereof) may be convened by the Note Trustee or the Issuer at any time and must be convened by the Note Trustee (subject to its being indemnified and/or secured and/or prefunded to its satisfaction) upon the request in writing of Noteholders of a particular Class holding not less than 10% of the Aggregate Principal Amount Outstanding of the outstanding Notes of that Class.

11.2 A written resolution of the Noteholders may be passed where a resolution in writing is signed:

(a) in respect of a matter requiring an Extraordinary Resolution, by Noteholders of not less than 75% of the Aggregate Principal Amount Outstanding of the relevant Class or Classes of Notes; and

(b) in respect of a matter requiring an Ordinary Resolution, by the majority Noteholders of the Aggregate Principal Amount Outstanding of the relevant Class or Classes of Notes,

and such a written resolution (a "**Written Resolution**") shall in relation to (a) above take effect as an Extraordinary Resolution and in relation to (b) above as an Ordinary Resolution.

11.3 Subject as provided in Condition 11.5 below an Extraordinary Resolution passed at any meeting of the Class A Noteholders shall be binding on the Class B Noteholder irrespective of the effect upon them.

11.4 An Extraordinary Resolution (other than an Extraordinary Resolution referred to in Condition 11.5 below) passed at any meeting of the Class B Noteholder shall not be effective for any purpose unless either the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of the Class A Noteholders or it is sanctioned by an Extraordinary Resolution of the Class A Noteholders.

11.5 An Extraordinary Resolution involving a Basic Terms Modification that is passed by the holders of one Class of Notes shall not be effective unless it is sanctioned by an Extraordinary Resolution of the holders of each of the other Classes of Notes then outstanding.

11.6 Subject as provided below, the quorum at any meeting of Noteholders of any Class or Classes for passing an Extraordinary Resolution will be one or more persons holding or representing a majority of the Aggregate Principal Amount Outstanding of such Class or Classes of Notes then outstanding, or, at any adjourned meeting, one or more persons being or representing a Noteholder of the relevant Class or Classes, whatever the Aggregate Principal Amount Outstanding of the Notes of such Class or Classes held or represented by it or them.

11.7 The quorum at any meeting of Noteholders of any Class or Classes for passing an Extraordinary Resolution to sanction a proposal:

(a) to change any date fixed for payment of principal or interest in respect of the Notes of any Class, to change the amount of principal or interest due on any date in respect of the Notes of any Class or to alter the method of calculating the amount of any payment in respect of the Notes of any Class on redemption or maturity; or

(b) (except in accordance with Clause 25 (*Substitution*) of the Trust Deed) to approve or implement an exchange, conversion or substitution of the Notes of any Class for, or the conversion of such Notes into, shares, bonds or other obligations or securities of the Issuer or any other person or body corporate formed or to be formed; or

(c) to change the currency in which amounts due in respect of the Notes are payable; or

(d) (other than any new fee arrangement upon replacement of any Transaction Party) to amend any of the Priorities of Payments; or

(e) to change the quorum required at any Meeting or the majority required to pass an Extraordinary Resolution; or

(f) to amend the definition of Basic Terms Modification,

(each, a "**Basic Terms Modification**") shall be one or more persons holding or representing not less than three-quarters or, at any adjourned meeting, not less than one-quarter of the Aggregate Principal Amount Outstanding of the Notes then outstanding of such Class or Classes (if such meeting relates to more than one Class of Notes) of Notes for the time being outstanding (except, solely for the purposes of Condition 11.9(10), the foregoing shall exclude any change to any date fixed for payment of principal or interest in respect of the Notes of any Class, to change the amount of principal or interest due on any date in respect of the Notes of any Class or to alter the method of calculating the amount of any payment in respect of the Notes of any Class on redemption or maturity).

The Trust Deed provides that, except in the case of an Extraordinary Resolution directing the Note Trustee to give a Note Acceleration Notice, as to which the provisions of Condition 9 *(Issuer Events of Default*) shall apply and subject as provided in Conditions 11.2 to 11.4 (inclusive):

(i) an Extraordinary Resolution which, in the opinion of the Note Trustee, affects the interests of the holders of only one Class of Notes shall be deemed to have been duly passed if passed at a separate meeting of the holders of the Notes of that Class;

(ii) a resolution which, in the opinion of the Note Trustee, affects the interests of the holders of more than one Class but does not give rise to a conflict of interest between the holders of one Class of Notes and the holders of another Class of Notes shall be deemed to have been duly passed if passed at a single meeting of the holders of all the Classes so affected as the Note Trustee shall determine; and

(iii) a resolution which, in the opinion of the Note Trustee, affects the interests of more than one Class of Notes and gives or may give rise to a conflict of interest between the holders of one Class of Notes and the holders of another Class of Notes shall be deemed to have been duly passed only if passed at separate meetings of the holders of each Class so affected.

11.8 The Note Trustee may agree and/or may direct the Issuer Security Trustee to agree, without the consent of the Noteholders or any other Issuer Secured Creditors, at any time and from time to time concur with the Issuer or any other person in making:

(a) any modification (except in respect of any Basic Terms Modification), or to any waiver

or authorisation of any breach or proposed breach, of these Conditions or any of the Transaction Documents or to any documentation that an Issuer Event of Default or Issuer Potential Event of Default shall not or shall not subject to specified conditions, be treated as such which, in the opinion of the Note Trustee, is not materially prejudicial to the interests of the Most Senior Class Outstanding; or

(b) any modification which, in the opinion of the Note Trustee, is to correct a manifest error or is of a formal, minor or technical nature,

provided that the Note Trustee shall not exercise any powers conferred on it in respect of any waivers or authorisations under Clause 21.1 of the Trust Deed in contravention of any express direction given by Extraordinary Resolution or by a direction under Condition 9 (*Issuer Events of Default).*

11.9 Notwithstanding the provisions of Condition 11.8, the Note Trustee shall consent and/or shall direct the Issuer Security Trustee, without any consent or sanction of the Noteholders or the other Issuer Secured Creditors, but subject to the receipt of written consent from each of the Issuer Secured Creditors party to the Transaction Document being modified, to concur with the Issuer in making any modification (other than in respect of a Basic Terms Modification) to these Conditions and/or any Transaction Document that the Issuer considers necessary or advisable or as proposed by the Swap Counterparty or the Account Bank pursuant to Condition 11.9(1)(B) for the purpose of:

(1) complying with, or implementing or reflecting, any change in the criteria of one or more of the Rating Agencies which may be applicable from time to time, provided that:

(A) the Issuer certifies in writing to the Note Trustee and the Issuer Security Trustee that such modification is necessary to comply with such criteria or, as the case may be, is solely to implement and reflect such criteria; and

(B) in the case of any modification to a Transaction Document or these Conditions proposed by the Swap Counterparty or the Account Bank in order (x) to remain eligible to perform its role in such capacity in conformity with such criteria and/or (y) to avoid taking action which it would otherwise be required to take to enable it to continue performing such role (including, without limitation, posting collateral or advancing funds):

(aa) the Swap Counterparty or the Account Bank, as the case may be, certifies in writing to the Issuer and the Note Trustee and the Issuer Security Trustee that such modification is necessary for the purposes described in paragraph (B)(x) and/or (y) above;

(bb) either:

(i) the Swap Counterparty or the Account Bank, as the case may be, obtains from each of the Rating Agencies a Ratings Confirmation and, if relevant, delivers a copy of each such confirmation to the Issuer and the Note Trustee and the Issuer Security Trustee; or

(ii) the Swap Counterparty or the Account Bank, as the case may be, certifies in writing to the Note Trustee

and the Issuer Security Trustee that the Rating Agencies have been informed of the proposed modification and none of the Rating Agencies has indicated that such modification would result in: (x) a downgrade, qualification or withdrawal or suspension of the then current ratings assigned to the Notes by such Rating Agency; or (y) such Rating Agency placing any such Notes on rating watch negative (or equivalent); and

(cc) the Swap Counterparty or the Account Bank, as the case may be, pays all costs and expenses (including legal fees) incurred by the Issuer, the Note Trustee and the Issuer Security Trustee in connection with such modification; or

(2) enabling the Issuer and/or the Swap Counterparty to comply with any obligation which applies to it under EMIR, provided that the Issuer or the Swap Counterparty, as appropriate, certifies to the Note Trustee and the Issuer Security Trustee and the Swap Counterparty or the Issuer, as applicable, in writing that such modification is required solely for the purpose of enabling it to satisfy such obligation and has been drafted solely to such effect; or

(3) complying with any changes in the Securitisation Regulation after the Closing Date, including as a result of the adoption of regulatory technical standards in relation to (i) the Securitisation Regulation, (ii) the CRR Amendment Regulation or (iii) any other legislation or regulations or official guidance relating to securitisation transactions, provided that the Issuer certifies to the Note Trustee and the Issuer Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect; or

(4) complying with mandatory provisions of any other applicable law or regulation provided that the Issuer certifies to the Note Trustee and the Issuer Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect; or

(5) enabling the Notes to be (or to remain) listed on Euronext Dublin, provided that the Issuer certifies to the Note Trustee and the Issuer Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect; or

(6) enabling the Issuer or any of the other Transaction Parties to comply with FATCA (or any voluntary agreement entered into with a taxing authority in relation thereto), provided that the Issuer or the relevant Transaction Party, as applicable, certifies to the Note Trustee and the Issuer Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect; or

(7) for so long as the Class A Notes are intended to be held in a manner which will allow for Eurosystem eligibility and/or Bank of England eligibility, for the purpose of maintaining such eligibility; or

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

(9) complying with any changes in the requirements of the CRA Regulation (if and to the extent applicable) after the Closing Date, including as a result of the adoption of regulatory technical standards in relation to the CRA Regulation and the Commission

Delegated Regulation 2015/3 (including, any associated regulatory technical standards and advice, guidance or recommendations from relevant supervisory regulators), as amended from time to time (the "**CRA3 Requirements**"), including any requirements imposed by any other obligation which applies under the CRA3 Requirements and/or any new regulations or official guidance in relation thereto, or which are required to comply with Article 7 of the Securitisation Regulation if an STS notification is subsequently made in relation to the Transaction, provided that the Issuer certifies to the Note Trustee and the Issuer Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect,

(any such modification pursuant to Conditions 11.9(1) to (9) (inclusive) above being a "**Modification**" and the certificate to be provided by the Issuer, the Swap Counterparty or the relevant Transaction Party, as the case may be, pursuant to Conditions 11.9(1) to (9) (inclusive) above being a "**Modification Certificate**"); or

(10) for the purpose of changing the benchmark rate in respect of the Floating Rate Notes from LIBOR (the "**Applicable Benchmark Rate**") to an alternative benchmark rate (any such rate, an "**Alternative Benchmark Rate**") and making such other amendments to these Conditions or any other Transaction Document as are necessary or advisable in the reasonable judgement of the Issuer (or the Servicer on its behalf) to facilitate the changes envisaged by this Condition 11.9(10) (for the avoidance of doubt, this may include changing the benchmark rate referred to in any interest rate hedging agreement, for the purpose of aligning any such hedging agreement with a proposed Benchmark Rate Modification pursuant to this Condition 11.9(10), or modifications to when the Interest Rate applicable to any Class of Notes is calculated and/or notified to Noteholders or other such consequential modifications) (a "**Benchmark Rate Modification**"), provided that the Servicer, on behalf of the Issuer, certifies to the Note Trustee and the Issuer Security Trustee in writing (such certificate, a "**Benchmark Rate Modification Certificate**") that:

(A) such Benchmark Rate Modification is being undertaken due to any one or more of the following:

(aa) a material disruption to the Applicable Benchmark Rate, a material change in the methodology of calculating the Applicable Benchmark Rate or the Applicable Benchmark Rate ceasing to exist or be published, or the administrator of the Applicable Benchmark Rate having used a fall-back methodology for calculating the Applicable Benchmark Rate for a period of at least 30 calendar days; or

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

(cc) a public statement by the administrator of the Applicable Benchmark Rate that it will cease publishing the Applicable Benchmark Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Applicable Benchmark Rate) with effect from a date no later than six months after the proposed effective date of such Benchmark Rate Modification; or

(dd) a public statement by the supervisor of the administrator of the Applicable Benchmark Rate that the Applicable

Benchmark Rate has been or will be permanently or indefinitely discontinued or there will be a material change in the methodology of calculating the Applicable Benchmark Rate with effect from a date no later than six months after the proposed effective date of such Benchmark Rate Modification; or

(ee) a public statement by the supervisor of the administrator of the Applicable Benchmark Rate that means the Applicable Benchmark Rate will be prohibited from being used or that its use is subject to restrictions or adverse consequences with effect from a date no later than six months after the proposed effective date of such Benchmark Rate Modification; or

(ff) a change in the generally accepted market practice in the publicly listed asset backed floating rate notes market to refer to a benchmark rate endorsed in a public statement by the Bank of England, the FCA or the Prudential Regulation Authority or any relevant committee or other body established, sponsored or approved by any of the foregoing, including the Working Group on Sterling Risk-Free Reference Rates, despite the continued existence of the Applicable Benchmark Rate; or

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

(hh) it being the reasonable expectation of the Issuer (or the Servicer on its behalf) that any of the events specified in sub-paragraphs (aa), (bb) or (gg) will occur or exist within six months of the proposed effective date of such Benchmark Rate Modification; and

(B) a Benchmark Rate Modification is being proposed pursuant to Condition 11.12; and

(C) such Alternative Benchmark Rate is any one or more of the following:

(aa) a benchmark rate with an equivalent term to the Applicable Benchmark Rate as published, endorsed, approved or recognised as a replacement to the Applicable Benchmark Rate by the Bank of England, the FCA or the Prudential Regulation Authority or any relevant committee or other body established, sponsored or approved by any of the foregoing, including the Working Group on Sterling Risk-Free Reference Rates (which, for the avoidance of doubt, may be an Alternative Benchmark Rate together with a specified adjustment factor which may increase or decrease the relevant Alternative Benchmark Rate); or

(bb) a benchmark rate with an equivalent term utilised in a material number of publicly-listed new issues of asset backed floating rate notes denominated in Sterling in the six

months prior to the proposed effective date of such Benchmark Rate Modification; or

(cc) such other benchmark rate as the Issuer (or the Servicer on its behalf) reasonably determines, provided that this option may only be used if the Issuer (or the Servicer on its behalf) certifies to the Note Trustee and the Issuer Security Trustee that, in the reasonable opinion of the Issuer (or the Servicer on its behalf), neither Condition 11.9(10)(C)(aa) nor Condition 11.9(10)(C)(bb) above is applicable and/or practicable in the context of the Transaction, and sets out the rationale in the Benchmark Rate Modification Certificate for choosing the proposed Alternative Benchmark Rate; and

(D) the same Alternative Benchmark Rate will be applied to all Classes of Notes issued in the same currency; and

(E) the details of and the rationale for any Note Rate Maintenance Adjustment proposed in accordance with Condition 11.9(12)(E) are as set out in the Modification Noteholder Notice (as defined below); and

(F) the modifications proposed are required solely for the purpose of applying the Alternative Benchmark Rate and making consequential modifications to any Transaction Document which are, as reasonably determined by the Issuer (or the Servicer on its behalf) necessary or advisable, and the modifications have been drafted solely to such effect; and

(G) the consent of each Issuer Secured Creditor which has a right to consent to such modification pursuant to the provisions of the Transaction Documents has been obtained (evidence of which shall be provided by the Issuer to the Note Trustee and the Issuer Security Trustee with the Benchmark Rate Modification Certificate) and no other consents are required to be obtained in relation to the Benchmark Rate Modification; and

(H) the Servicer (or the Seller if the Servicer is not also the Seller) pays (or arranges for the payment of) all fees, costs and expenses (including properly incurred legal fees and any initial or on-going costs associated with the Benchmark Rate Modification) incurred by the Issuer, the Note Trustee and the Issuer Security Trustee and any other Transaction Party in connection with such Benchmark Rate Modification,

provided that:

(I) the Benchmark Rate Modification Certificate shall be provided to the Note Trustee, the Issuer Security Trustee and the Principal Paying Agent in draft form not less than five Business Days prior to the date on which the Modification Noteholder Notice (as defined below) is sent to Noteholders; and

(J) the Benchmark Rate Modification Certificate shall be provided to the Note Trustee, the Issuer Security Trustee and the Principal Paying

Agent in final form not less than two Business Days prior to the date on which the Benchmark Rate Modification takes effect; and

(K) a copy of the Modification Noteholder Notice (as defined below) provided to Noteholders pursuant to Condition 11.9(12) shall be appended to the Benchmark Rate Modification Certificate,

and provided further that, other than in the case of a Modification pursuant to Conditions 11.9(2), (3), (4) and (5) above:

(11) other than in the case of a Modification pursuant to Condition 11.9(1)(B) above, either:

(A) the Issuer (or the Servicer on its behalf) obtains from each of the Rating Agencies a Ratings Confirmation and, if relevant, it has provided a copy of any Ratings Confirmation to the Note Trustee and the Issuer Security Trustee with the Modification Certificate or the Benchmark Rate Modification Certificate (as applicable); or

(B) the Issuer certifies in the Modification Certificate or the Benchmark Rate Modification Certificate (as applicable) that it has given the Rating Agencies at least 10 Business Days' prior written notice of the proposed Modification and none of the Rating Agencies has indicated that such Modification would result in: (x) a downgrade, qualification or, withdrawal or suspension of the then current ratings assigned to any Class of the Notes by such Rating Agency; or (y) such Rating Agency placing any such Notes on rating watch negative (or equivalent); and

(12) the Issuer has provided written notice of the proposed Modification or Benchmark Rate Modification to the Noteholders of each Class, at least 40 calendar days' prior to the date on which it is proposed that the Modification or Benchmark Rate Modification would take effect, in accordance with Condition 14 (*Notices*) and by publication on Bloomberg on the "Company Filings" screen relating to the Notes (such notice, the "**Modification Noteholder Notice**") confirming the following:

(A) the period during which Noteholders of the Most Senior Class of Notes on the date specified to be the Modification Record Date, which shall be five Business Days from the date of the Modification Noteholder Notice (the "**Modification Record Date**"), may object to the proposed Modification or Benchmark Rate Modification (which notice period shall commence at least 40 calendar days prior to the date on which it is proposed that the Modification or Benchmark Rate Modification would take effect and continue for a period not less than 30 calendar days) and the method by which they may object; and

(B) the sub-paragraph(s) of Condition 11.9(1) to (9) under which the Modification is being proposed or the sub-paragraph(s) of Condition 11.9(10)(A) under which the Benchmark Rate Modification is being proposed; and

(C) in the case of a Benchmark Rate Modification, which Alternative Benchmark Rate is proposed to be adopted pursuant to Condition 11.9(10)(C), and, where Condition 11.9(10)(C)(cc) is being applied, the rationale for choosing the proposed Alternative Benchmark Rate; and

(D) in the case of a Benchmark Rate Modification, details of any consequential modifications that the Issuer has agreed will be made to any hedging agreement to which it is a party for the purpose of aligning any such hedging agreement with the proposed Benchmark Rate Modification, if the proposed Benchmark Rate Modification takes effect. The Issuer shall use reasonable endeavours to agree modifications to each hedging agreement where commercially appropriate so that the Transaction is hedged following the Benchmark Rate Modification to a similar extent as prior to the Benchmark Rate Modification and that such modifications shall take effect no later than 30 calendar days from the date on which the Benchmark Rate Modification takes effect. If: (i) no modifications are proposed to be made to hedging agreements; and/or (ii) modifications will be made to hedging agreements but will not result in the Transaction being similarly hedged; and/or (iii) modifications to any hedging agreement would take effect later than 30 calendar days from the date on which the Benchmark Rate Modification takes effect, the Issuer shall set out in the Modification Noteholder Notice the rationale for this; and

(E) in the case of a Benchmark Rate Modification, details of the adjustment which the Issuer proposes to make (if any) to the margin payable on each Class of Notes which are the subject of the Benchmark Rate Modification in order to, so far as reasonably and commercially practicable, preserve what would have been the expected Interest Rate applicable to each such Class of Notes had no such Benchmark Rate Modification been effected (the "**Note Rate Maintenance Adjustment**"), provided that

(aa) in the event that the Bank of England, the Financial Conduct Authority or the Prudential Regulation Authority or any relevant committee or other body established, sponsored or approved by any of the foregoing, including the Working Group on Sterling Risk-Free Reference Rates has published, endorsed, approved or recognised a note rate maintenance adjustment mechanism which could be used in the context of a transition from the Applicable Benchmark Rate to the Alternative Benchmark Rate, then the Issuer shall propose that note rate maintenance adjustment mechanism as the Note Rate Maintenance Adjustment, or otherwise the Issuer shall set out in the Modification Noteholder Notice the rationale for concluding that this is not a commercial and reasonable approach in relation to the Notes and the proposed Benchmark Rate Modification; or

(bb) in the event that it has become generally accepted market practice in the publicly listed asset backed floating rate notes, Eurobond or swaps market to use a particular note rate maintenance adjustment mechanism in the context of a transition from the Applicable Benchmark Rate to the Alternative Benchmark Rate, then the Issuer shall propose that note rate maintenance adjustment mechanism as the Note Rate Maintenance Adjustment, or otherwise the Issuer shall set out in the Modification Noteholder Notice the rationale for concluding that this is not a commercial and reasonable

approach in relation to the Notes and the proposed Benchmark Rate Modification; or

(cc) in the event that neither (aa) nor (bb) above apply, the Issuer shall use reasonable endeavours to propose an alternative Note Rate Maintenance Adjustment as reasonably determined by the Issuer (or the Servicer on its behalf) and shall set out the rationale for the proposal or otherwise the Issuer shall set out in the Modification Noteholder Notice the rationale for concluding that this is not a commercial and reasonable approach in relation to the Notes and the proposed Benchmark Rate Modification; and

(dd) if any Note Rate Maintenance Adjustment is proposed, the Note Rate Maintenance Adjustment applicable to each Class of Notes other than the Most Senior Class of Notes shall be at least equal to that applicable to the Most Senior Class of Notes. In circumstances where the Issuer proposes a lower Note Rate Maintenance Adjustment on any Class of Notes other than the Most Senior Class than that which is proposed for the Most Senior Class of Notes or another Class of Notes which ranks senior to the Class of Notes to which the lower Note Rate Maintenance Adjustment is proposed to be made, the Benchmark Rate Modification will not be made unless an Extraordinary Resolution is passed in favour of such modification in accordance with this Condition 11 (*Meetings of Noteholders, Modification and Waiver*) by the Noteholders of each Class of Notes outstanding on the Modification Record Date to which the lower Note Rate Maintenance Adjustment is proposed to be made; and

(ee) for the avoidance of doubt, the Note Rate Maintenance Adjustment may effect an increase or a decrease to the margin or may be set at zero; and

(F) details of: (i) other amendments which the Issuer proposes to make (if any) to these Conditions or any other Transaction Document; and (ii) any new, supplemental or additional documents into which the Issuer proposes to enter to facilitate the changes envisaged pursuant to this Condition 11.9 and

(13) Noteholders holding or representing at least 10% of the Aggregate Principal Amount Outstanding of the Most Senior Class Outstanding on the Modification Record Date have not contacted the Issuer or the Note Trustee in writing (or in any other manner as the Registrar and Clearstream, Luxembourg and/or Euroclear, as the case may be, approve for this purpose) within such notification period notifying the Issuer or the Note Trustee that such Noteholders do not consent to the Modification or Benchmark Rate Modification.

If Noteholders representing at least 10% of the Aggregate Principal Amount Outstanding of the Most Senior Class Outstanding on the Modification Record Date have notified the Issuer or the Note Trustee in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes may be held) within the notification period referred to above that they do not consent to the Modification or the Benchmark Rate Modification, then such Modification or

Benchmark Rate Modification will not be made unless an Extraordinary Resolution of the holders of the Most Senior Class Outstanding on the Modification Record Date is passed in favour of such Modification or Benchmark Rate Modification in accordance with Schedule 3 (*Provisions for Meetings of the Noteholders)* to the Trust Deed.

Objections made in writing other than through the applicable clearing system must be accompanied by evidence to the Note Trustee's satisfaction (having regard to prevailing market practices) of the relevant Noteholder's holding of the Notes on the Modification Record Date.

11.10 Other than where specifically provided in this Condition 11.9 or any Transaction Document when implementing any Modification or Benchmark Rate Modification pursuant to Condition 11.9:

(1) (save to the extent the Note Trustee considers that the proposed Modification or Benchmark Rate Modification would constitute a Basic Terms Modification), the Note Trustee shall not consider the interests of the Noteholders, any other Issuer Secured Creditor or any other person and shall act and rely solely and without investigation or liability on any Modification Certificate or Benchmark Rate Modification Certificate (or other certificate or evidence provided to it by the Issuer (or the Servicer on its behalf) or the relevant Transaction Party, as the case may be, pursuant to Condition 11.9) and shall not be liable to the Noteholders, any other Issuer Secured Creditor or any other person for so acting or relying, irrespective of whether any such Modification or Benchmark Rate Modification is or may be materially prejudicial to the interests of any such person; and

(2) neither the Note Trustee nor the Issuer Security Trustee shall be obliged to agree to any Modification or Benchmark Rate Modification which, in its sole opinion would have the effect of: (i) exposing it to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction; or (ii) increasing its obligations or duties, or decreasing its rights, powers, authorisations, discretions, indemnification or protections, in the Transaction Documents and/or these Conditions.

11.11 Any Modification or Benchmark Rate Modification shall be binding on all Noteholders and shall be notified by the Issuer as soon as reasonably practicable to:

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

(2) the Issuer Secured Creditors; and

(3) the Noteholders in accordance with Condition 14 (*Notices*).

11.12 Following the making of a Benchmark Rate Modification, if it becomes generally accepted market practice in the publicly listed asset backed floating rate notes market to use a Benchmark Rate of interest which is different from the Alternative Benchmark Rate which had already been adopted by the Issuer in respect of the Notes pursuant to a Benchmark Rate Modification, the Issuer is entitled to propose a further Benchmark Rate Modification pursuant to Condition 11.9(10).

11.13 The Note Trustee may, and may direct the Issuer Security Trustee to, without the consent or sanction of the Noteholders, or the other Issuer Secured Creditors and without prejudice to its rights in respect of any subsequent breach or Issuer Event of Default or Issuer Potential Event of Default, at any time and from time to time but only if and in so far as in its opinion the interests of the Most Senior Class of Notes are not materially prejudiced thereby, waive or authorise any breach or proposed breach by the Issuer or any other person of any of the covenants or

provisions contained in these Conditions or any other Transaction Document or determine that any Issuer Event of Default or Issuer Potential Event of Default shall not be treated as such for the purposes of these Conditions.

11.14 The Issuer shall not agree to any amendment to, modification of, or supplement to any of the Transaction Documents, insofar as such amendment, modification or supplement: (a) has or could have a material adverse effect on the interests of the Swap Counterparty; (b) amends any Priority of Payments; or (c) amends the interest rate, the payments dates, the maturity date, the terms of repayment, the currency or the redemption rights in respect of the Class A Notes or the Class B Note, in each case without the prior written consent of the Swap Counterparty, provided that such consent is not commercially unreasonably withheld or delayed.

11.15 The Issuer shall not agree to any amendment to, modification of, or supplement to any of the Transaction Documents in respect of a Benchmark Rate Modification, insofar as such amendment, modification or supplement has the effect of: (i) exposing any Paying Agent or the Reference Agent to any liability against which it has not been indemnified and/or secured and/or prefunded to its satisfaction; or (ii) increasing the obligations or duties, or decreasing the rights or protections, of the Paying Agent or the Reference Agent in the Agency Agreement and/or these Conditions, in each case without the prior written consent of that Paying Agent or the Reference Agent, as the case may be, provided that such consent is not commercially unreasonably withheld or delayed.

12. INDEMNIFICATION AND EXONERATION OF THE NOTE TRUSTEE AND THE ISSUER SECURITY TRUSTEE

The Trust Deed and the Issuer Deed of Charge contain provisions governing the responsibility (and relief from responsibility) of the Note Trustee and the Issuer Security Trustee respectively and providing for their indemnification in certain circumstances, including provisions relieving the Note Trustee from taking action at the direction of Noteholders unless indemnified and/or secured and/or pre-funded to its satisfaction.

The Trust Deed also contains provisions pursuant to which the Note Trustee shall not be bound to give notice to any person of the execution of any documents comprised or referred to in the Trust Deed or any other Transaction Document or to take any steps to ascertain whether any Issuer Event of Default or Issuer Potential Event of Default or Servicer Termination Event has occurred or any event which causes or may cause a right on its part or on the part of the Issuer Security Trustee under or in relation to any Transaction Document to become exercisable has happened and, until it shall have actual knowledge or express notice pursuant to the Trust Deed to the contrary, the Note Trustee shall be entitled to assume that no Issuer Event of Default, Issuer Potential Event of Default or Servicer Termination Event, has occurred, and that no Issuer Event of Default, Issuer Potential Event of Default, Servicer Termination Event or any other event which causes or may cause a right on its part or on the part of the Issuer Security Trustee has happened and that the Issuer and each of the other parties are observing and performing all their respective obligations under the Trust Deed and the other Transaction Documents and, if it does have actual knowledge or express notice as aforesaid, the Note Trustee shall not be bound to give notice thereof to the Noteholders or any other party.

The Trust Deed and the Issuer Deed of Charge also contain provisions pursuant to which the Note Trustee and the Issuer Security Trustee are entitled, inter alia: (a) to enter into business transactions with the Issuer and/or any other party to any of the Transaction Documents and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/or any other party to any of the Transaction Documents; (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Noteholders or any other Issuer Secured Creditors; and (c) to retain and

not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

13. REPLACEMENT OF GLOBAL NOTE

If a Global Note is mutilated, defaced, lost, stolen or destroyed, it may be replaced at the specified office of the Registrar. Replacement of any mutilated, defaced, lost, stolen or destroyed Global Note will only be made on payment of such costs as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. A mutilated or defaced Global Note must be surrendered before a new one will be issued.

14. NOTICES

14.1 Publication of Notice

(a) Any notice to Noteholders and/or the Swap Counterparty shall be validly given if it is published in the Financial Times, or, if such newspaper shall cease to be published or, if timely publication therein is not practicable, in such other English newspaper or newspapers as the Note Trustee shall approve in advance having a general circulation in the United Kingdom, **provided that** if, at any time: (i) the Issuer procures that the information concerned in such notice shall appear on a page of the Reuters screen, the Bloomberg screen or any other medium for electronic display of data as may be previously approved in writing by the Note Trustee and notified to Noteholders (in each case a "**Relevant Screen**"); or (ii) paragraph (c) below applies and the Issuer has so elected, publication in the newspaper set out above or such other newspaper or newspapers shall not be required with respect to such information. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication shall have been made in the newspaper or newspapers in which (or on the Relevant Screen) publication is required.

(b) In respect of Notes in definitive form or notices to the Swap Counterparty, notices will be sent by first class post (or its equivalent) or (if posted to an address outside the United Kingdom) by airmail at, in the case of notices to Noteholders, the respective addresses on the Register or, in the case of the Swap Counterparty, the address set out in Clause 27 (*Notices*) in the Issuer Deed of Charge. Any such notice will be deemed to have been given on the 4th day after the date of posting.

(c) Whilst the Class A Notes are represented by a Global Note, notices to Noteholders will be valid if published as described above, or, at the option of the Issuer, if submitted to Euroclear and/or Clearstream, Luxembourg for communication by them to Noteholders. Any notice delivered to Euroclear and/or Clearstream, Luxembourg, as aforesaid shall be deemed to have been given on the day of such delivery.

(d) The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange on which the Notes are for the time being listed or any other relevant authority.

14.2 Note Trustee's Discretion to Select Alternative Method

The Note Trustee shall be at liberty to sanction some other method of giving notice to the Noteholders or category of them if, in its sole opinion, such other method is reasonable having regard to market practice then prevailing and to the requirements of the stock exchanges, competent listing authorities and/or quotation systems on or by which the Notes (other than the

Class B Note) are then listed, quoted and/or traded and **provided that** notice of such other method is given to the Noteholders in such manner as the Note Trustee shall require.

15. SUBORDINATION BY DEFERRAL

15.1 Interest

In the event that, on any Payment Date, the amount available to the Issuer, subject to and in accordance with the Issuer Deed of Charge, to apply on such Payment Date pursuant to the Pre-Enforcement Revenue Priority of Payments and provided no Issuer Event of Default has occurred, after discharging the Issuer's liabilities of a higher priority (in each case, an "**Interest Residual Amount**"), is not sufficient to satisfy in full the aggregate amount of interest (including amounts previously deferred under this Condition 15.1 and accrued interest thereon) due, subject to this Condition 15.1, on a Class of Notes, other than the Most Senior Class Outstanding, on such Payment Date, there shall instead be payable on such Payment Date, by way of interest (including as aforesaid) on each Class of Notes, other than the Most Senior Class Outstanding, only a *pro rata* share of the Interest Residual Amount attributable to the relevant Class of Notes on such Payment Date and it shall not constitute an Issuer Event of Default.

In any such event, the Issuer shall create a provision in its accounts for the shortfall equal to the amount by which the aggregate amount of interest (including as aforesaid) paid on the Class B Note on the relevant Payment Date in accordance with this Condition 15.1 falls short of the aggregate amount of interest (including as aforesaid) payable (but for the provisions of this Condition 15.1) on the Class B Note on that date pursuant to Condition 4 (*Interest*). Such shortfall shall itself accrue interest at the same rate as that payable in respect of the Class B Note and shall be payable together with such accrued interest on each following Payment Date, subject to the provisions of the preceding paragraph.

Payments of interest due on a Payment Date in respect of the Most Senior Class Outstanding will not be deferred.

15.2 Principal

All payments of principal shall be made in accordance with the relevant Priority of Payments.

15.3 General

Any amounts of principal or interest in respect of the Class B Note otherwise payable under these Conditions which are not paid by virtue of this Condition 15, together with accrued interest thereon, shall in any event become payable on the Final Maturity Date or on such earlier date as the Class B Note becomes due and repayable in full under Condition 6 (*Redemption*) or Condition 9 (*Issuer Events of Default*).

15.4 Notification

As soon as practicable after becoming aware that any part of a payment of interest or principal on the Class B Note will be deferred or that a payment previously deferred will be made in accordance with this Condition 15, the Issuer will give notice thereof to the Class B Noteholder in accordance with Condition 14 (*Notices*).

15.5 Application

This Condition 15 shall cease to apply upon the redemption in full of all Class A Notes.

16. RESTRICTIONS ON DISPOSAL OF ISSUER'S ASSETS

If a Note Acceleration Notice has been delivered by the Note Trustee otherwise than by reason of non-payment of any amount due in respect of the Notes, the Issuer Security Trustee will not be entitled to dispose of the Issuer Charged Assets or any part thereof (apart from monies standing to the credit of any Swap Collateral Accounts which are required to pay any Swap Termination Payments under the Swap Agreement) unless either:

(a) a sufficient amount would be realised to allow payment in full of all amounts owing to the Noteholders of each Class after payment of all other claims ranking in priority to the Notes in accordance with the Post-Enforcement Priority of Payments; or

(b) the Issuer Security Trustee is of the opinion, which shall be binding on the Noteholders and the other Issuer Secured Creditors, reached after considering at any time and from time to time the advice of an investment bank or other financial adviser selected by the Issuer Security Trustee (and if the Issuer Security Trustee is unable to obtain such advice having made reasonable efforts to do so this Condition 16(b) shall not apply) that the cash flow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient, having regard to any other relevant actual, contingent or prospective liabilities of the Issuer, to discharge in full due course all amounts due in respect of the Notes of each Class after payment of all other claims ranking in priority to the Notes in accordance with the Post-Enforcement Priority of Payments; provided that,

the Issuer Security Trustee shall not be bound to make the determination contained in Condition 16(b) unless the Issuer Security Trustee shall have been indemnified and/or secured and/or prefunded to its satisfaction against all Liabilities (as defined in the Master Definitions and Framework Agreement) to which it may thereby become liable or which it may incur by doing so.

17. NON-RESPONSIVE RATING AGENCY

In respect of each Rating Agency, if a Ratings Confirmation is a condition to any action, step or matter under any Transaction Document and a written request for such Ratings Confirmation is delivered to that Rating Agency by or on behalf of the Issuer (copied to the Note Trustee) and:

(a) (i) that Rating Agency indicates that it does not consider a Ratings Confirmation necessary in the circumstances or otherwise declines to review the matter for which the Ratings Confirmation is sought (including as a result of the policy or practice of that Rating Agency) or (ii) within 30 days of delivery of such request, that Rating Agency has not responded to the request for the Ratings Confirmation; and

(b) the Issuer has otherwise received no indication from that Rating Agency that its then current ratings of the Rated Notes would be reduced, qualified, withdrawn or put on negative watch as a result of such action, step or matter,

then: (A) there shall be no requirement for the Ratings Confirmation from the Rating Agency if the Issuer certifies to the Note Trustee that one of the events in Condition 17(a) has occurred and the condition in Condition 17(b) is fulfilled; and (B) neither the Issuer nor the Note Trustee shall be liable for any loss that Noteholders may suffer as a result.

18. LIMITED RECOURSE

If at any time following:

(a) the occurrence of either:

(i) the Final Maturity Date or any earlier date upon which all of the Notes of each Class are due and payable; or

(ii) the service of an Note Acceleration Notice; and

(b) Realisation of the Issuer Charged Assets and application in full of any amounts available to pay amounts due and payable under the Notes in accordance with the applicable Priority of Payments; and

(c) the proceeds of such Realisation are insufficient, after payment of all other claims ranking in priority in accordance with the applicable Priority of Payments, to pay in full all amounts then due and payable under any Class of Notes,

then the amount remaining to be paid (after such application in full of the amounts first referred to in (b) above) under such Class of Notes (and any Class of Notes junior to that Class of Notes) shall, on the day following such application in full of the amounts referred to in (b) above, cease to be due and payable by the Issuer. For the purpose of this Condition 18, "**Realisation**" means, in relation to any Issuer Charged Assets, the deriving, to the fullest extent practicable, of proceeds from or in respect of such Issuer Charged Assets including (without limitation) through sale or through performance by an Obligor in accordance with the provisions of the Transaction Documents.

19. NON PETITION

Only the Issuer Security Trustee may pursue the remedies available under the general law or under the Transaction Documents to enforce the Issuer Security and no Noteholder or other Issuer Secured Creditor shall be entitled to proceed directly against the Issuer to enforce the Issuer Security. In particular, each Issuer Secured Creditor (other than the Issuer and the Issuer Security Trustee) agrees and acknowledges to each of the Issuer and the Issuer Security Trustee, and the Issuer Security Trustee agrees with and acknowledges to the Issuer, that:

(a) none of the Issuer Secured Creditors (nor any person on their behalf, other than the Issuer Security Trustee where appropriate) are entitled, otherwise than as permitted by the Transaction Documents, to direct the Issuer Security Trustee to enforce the Issuer Security or take any proceedings or action against the Issuer to enforce or realise the Issuer Security;

(b) none of the Issuer Secured Creditors (other than the Issuer Security Trustee) shall have the right to take or join any person in taking any steps against the Issuer for the purpose of obtaining payment of any amount due from the Issuer to any of such Issuer Secured Creditors;

(c) until the date falling two years after the Final Discharge Date (as defined in the Master Definitions and Framework Agreement) none of the Issuer Secured Creditors nor any person on their behalf shall initiate or join any person in initiating an Insolvency Event or the appointment of an Insolvency Official in relation to the Issuer other than a Receiver or an administrator appointed under Clause 11 (*Receiver*) of the Issuer Deed of Charge; and

(d) none of the Issuer Secured Creditors shall be entitled to take or join in the taking of any corporate action, legal proceedings or other procedure or step which would result in the Priority of Payments not being complied with.

20. GOVERNING LAW

The Trust Deed and the Notes and all non-contractual obligations arising from or connected with them are governed by, and shall be construed in accordance with, English law.

21. RIGHTS OF THIRD PARTIES

No person shall have any right to enforce any Condition or any provision of the Trust Deed under the Contracts (Rights of Third Parties) Act 1999.

WEIGHTED AVERAGE LIFE OF THE NOTES

The average lives of each Class of Rated Notes cannot be predicted as the actual rate at which the Purchased Receivables will be repaid and a number of other relevant factors are unknown.

Calculations of possible average lives of each Class of Notes can be made under certain assumptions.

Based on the assumptions that:

(a) the Purchased Receivables are not subject to any enforcement proceedings;

(b) the Purchased Receivables are subject to a constant annual rate of principal prepayments shown in the table below;

(c) no Purchased Receivables are repurchased by DLL as repurchaser due to the breach of the Receivables Warranties;

(d) no Issuer Event of Default occurs;

(e) the first Payment Date will be the Payment Date falling in May 2019;

(f) the scheduled periodic instalments for each Purchased Receivables have been based on notional, interest rate and remaining term to maturity in such case determined by information available under DLL's systems, such that it will amortise in amounts sufficient for its repayment over its remaining term to maturity;

(g) there will be no delinquencies, defaults or losses on the Purchased Receivables and Purchased Receivable payments will be received on a timely basis together with prepayments, if any, at the CPR set out in the table;

(h) each Payment Date falls on the 25th calendar day of a month even if this is not a Business Day; and

(i) the Notes will be issued on 27 March 2019.

the approximate average life of each Class of Notes, at various assumed rates of prepayment of the Purchased Receivables, would be as follows (with "**CPR**" being the constant prepayment rate and "**WAL**" being the weighted average life). The following tables account for the first collection period being longer than the usual Monthly Collection Period:

(i) In respect of the Class A Notes:

Class A Notes			
CPR	**WAL (in years)**	**First Principal Payment Date**	**Expected Maturity**
0.0%	1.24	25-May-19	25-Apr-22
2.5%	1.20	25-May-19	25-Mar-22
5.0%	1.16	25-May-19	25-Feb-22
7.5%	1.12	25-May-19	25-Jan-22
10.0%	1.08	25-May-19	25-Dec-21

(ii) In respect of the Class B Note:

Class B Note			
CPR	**WAL (in years)**	**First Principal Payment Date**	**Expected Maturity**
0.0%	3.91	25-Apr-22	25-Sep-26
2.5%	3.83	25-Mar-22	25-Sep-26
5.0%	3.75	25-Feb-22	25-Sep-26
7.5%	3.67	25-Jan-22	25-Sep-26
10.0%	3.59	25-Dec-21	25-Sep-26

(iii) In respect of the Class A Notes (in case the optional redemption following a LIBOR Trigger Event is exercised in accordance with Condition 6.2(c) (*Optional redemption in whole for taxation or other reasons*)):

Class A Notes			
CPR	**WAL (in years)**	**First Principal Payment Date**	**Expected Maturity**
0.0%	1.23	25-May-19	25-Dec-21
2.5%	1.19	25-May-19	25-Dec-21
5.0%	1.16	25-May-19	25-Dec-21
7.5%	1.12	25-May-19	25-Dec-21
10.0%	1.08	25-May-19	25-Dec-21

(iv) In respect of the Class B Note (in case the optional redemption following a LIBOR Trigger Event is exercised in accordance with Condition 6.2(c) (*Optional redemption in whole for taxation or other reasons*)):

Class B Note			
CPR	**WAL (in years)**	**First Principal Payment Date**	**Expected Maturity**
0.0%	2.75	25-Dec-21	25-Dec-21
2.5%	2.75	25-Dec-21	25-Dec-21
5.0%	2.75	25-Dec-21	25-Dec-21
7.5%	2.75	25-Dec-21	25-Dec-21
10.0%	2.75	25-Dec-21	25-Dec-21

The constant prepayment rates shown above are purely illustrative and do not represent the full range of possibilities for constant prepayment rates.

Assumptions (a), (b), (c), (d) and (g) above relate to circumstances which are not predictable.

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

The actual characteristics and performance of the assigned receivables will differ from these assumptions. The weighted average life of each class of Notes is hypothetical in nature and is provided only to give a general sense of how the principal cash flows might behave under various prepayment scenarios. For example, it is unlikely that the Purchased Receivables will prepay at a constant rate until maturity, that all of the Purchased Receivables will prepay at the same rate and that there will be no delinquencies or losses on the Purchased Receivables. Any difference between such assumptions and the actual characteristics and performance of the Purchased Receivables, or actual prepayment or loss experience, will affect the percentages of the Principal Amount Outstanding of the Notes which are outstanding over time and the weighted average life of each Class of Notes. As a result, the average life of each Class of Notes is

subject to factors that cannot be provided and consequently no assurance can be given that the assumptions that the estimates above will prove in any way to be realistic and they must therefore be viewed with considerable caution.

The data shown above is based on the Portfolio on the Cut-Off Date of 28 February 2019.

THE ISSUER

1. General

The Issuer was incorporated and registered in England and Wales (registered number 11630712) under the Companies Act 2006 (as amended) as a public limited company on 18 October 2018.

2. Registered Office

The Issuer's registered office is at 35 Great St. Helen's, London EC3A 6AP, United Kingdom. The telephone number of the Issuer is +44 (0)20 7398 6300.

3. Principal Activities

The Issuer was established as a special purpose vehicle to issue the Notes, to purchase the Purchased Receivables, to enter into the Transaction Documents and carry out any and all other activities related to the transactions described in this Prospectus.

The Issuer has no subsidiaries or employees.

Since its incorporation, the Issuer has not carried on any business or activities other than those incidental to its incorporation, the authorisation and issue of the Notes and the purchase of the Purchased Receivables and activities incidental to the exercise of its rights and compliance with its obligations under the Transaction Documents (including registration under the Data Protection Laws) and any other documents entered into in connection with the issue of the Notes.

Since its date of incorporation, the Issuer has not commenced operations and no financial statements of the Issuer have been prepared as at the date of this Prospectus.

4. Directors

The directors of the Issuer and their business addresses are:

Name	Business Address
Susan Abrahams	35 Great St Helen's, London, EC3A 6AP
Intertrust Directors 1 Limited	35 Great St Helen's, London, EC3A 6AP
Intertrust Directors 2 Limited	35 Great St Helen's, London, EC3A 6AP

The directors of the Issuer may engage in other activities and have other interests which may conflict with the interests of the Issuer. As a matter of English law, each director is under a duty to act honestly and in good faith with a view to the best interests of the Issuer, regardless of any other directorships he may hold.

Pursuant to the terms of the Corporate Services Agreement, the Corporate Services Provider will provide directors and certain other corporate and administration services to the Issuer in consideration for the payment by the Issuer of an annual fee to the Corporate Services Provider.

The secretary of the Issuer is Intertrust Corporate Services Limited, a company incorporated in England and Wales with the registered number 03920255 and having its registered office is at 35 Great St Helen's, London, EC3A 6AP.

5. Capital and Shares

The issued share capital of the Issuer comprises 50,000 ordinary shares of £1.00 each which are partially paid up.

Pursuant to a share trust deed dated 25 January 2019, Intertrust Corporate Services Limited (in such capacity, the "**Share Trustee**"), a company incorporated in England and Wales and having its registered office at 35 Great St. Helen's, London, United Kingdom, EC3A 6AP holds the entire share capital of the Issuer.

The Share Trustee will have no beneficial interest in and derive no benefit (other than fees) for acting as nominee trustee from its holding of its share in the Issuer.

6. Capitalisation

The following table sets out the capitalisation of the Issuer as at the date hereof:

Share Capital	£
Authorised:	
50,000 ordinary shares of £1 each.....	50,000
Issued:	
50,000 ordinary shares of £1 each, 49,999 issued and paid up as to £0.25 and one issued fully paid share	12,500
Loan Capital	
Notes	

As at the date hereof, save as disclosed above, the Issuer has no loan capital outstanding or authorised but unissued shares, no term loans outstanding and no other borrowings or indebtedness in the nature of borrowing nor any contingent liabilities or guarantees. The current financial period of the Issuer will end on 31 December 2018.

7. Financial Statements and auditors

Since its date of incorporation, the Issuer has not commenced operations and no financial statements of the Issuer have been prepared as at the date of this Prospectus. The Issuer intends to publish its first financial statements in respect of the period ending on 31 December2019. The Issuer will not prepare interim financial statements. The financial year of the Issuer ends on 31 December in each calendar year.

The independent auditor of the Issuer is PricewaterhouseCoopers.

HOLDINGS

1. Introduction

DLL UK Equipment Finance Holdings Limited ("**Holdings**") was incorporated in England and Wales under the Companies Act 2006 on 18 October 2018 (registered number 11630625) as a private company with limited liability under the Companies Act 2006 (as amended). The registered office of Holdings is at 35 Great St. Helen's, London, EC3A 6AP, telephone +44 (0)20 7398 6300. The share capital of Holdings is one ordinary share of £1 which is issued and is credited as fully paid. The entire issued share capital of Holdings is held on trust for discretionary purposes by Intertrust Corporate Services Limited under the terms of a declaration of trust dated 25 January 2019.

2. Principal activities of Holdings

Pursuant to the terms of its articles of association, Holdings is permitted, *inter alia*, to hold shares in the Issuer. Holdings has not engaged, since its incorporation, in any activities other than those incidental to its incorporation and those matters referred to or contemplated in this Prospectus and any matters which are incidental or ancillary to the foregoing.

3. Directors and Company Secretary of Holdings

The directors of Holdings and their respective business addresses and other principal activities are:

Director	Business address	Principal activities outside the Issuer
Intertrust Directors 1 Limited	35 Great St. Helen's, London, EC3A 6AP	Corporate director
Intertrust Directors 2 Limited	35 Great St. Helen's, London, EC3A 6AP	Corporate director
Susan Abrahams	35 Great St. Helen's, London, EC3A 6AP	Director

The company secretary of Holdings is Intertrust Corporate Services Limited.

As at the date hereof, Holdings has no employees, non-executive directors or premises.

The Directors of Intertrust Directors 1 Limited and Intertrust Directors 2 Limited and their business addresses and principal activities are as follows:

Director	Business address	Principal activities
Susan Abrahams	35 Great St. Helen's, London, EC3A 6AP	Director
Michelle O'Flaherty	35 Great St. Helen's, London, EC3A 6AP	Director
Helena Whitaker	35 Great St. Helen's, London, EC3A 6AP	Director
Clive Short	35 Great St. Helen's, London, EC3A 6AP	Director
Andrea Williams	35 Great St. Helen's, London, EC3A 6AP	Director

CORPORATE ADMINISTRATION

Intertrust Management Limited (the "**Corporate Services Provider**"), having a place of business at 35 Great St Helen's, London EC3A 6AP, United Kingdom, will be appointed to provide corporate services to the Issuer pursuant to the Corporate Services Agreement.

The Corporate Services Provider has served and is currently serving as corporate service provider for securitisation transactions and programmes involving various asset classes.

The Corporate Services Provider will be entitled to terminate its respective appointment under the Corporate Services Agreement on 30 days' written notice to the Issuer, the Issuer Security Trustee and each other party to the Corporate Services Agreement, **provided that** a substitute corporate services provider has been appointed on substantially the same terms as those set out in the Corporate Services Agreement.

The Issuer (with prior written consent of the Issuer Security Trustee) and, following delivery of a Note Acceleration Notice, the Issuer Security Trustee can terminate the appointment of the Corporate Services Provider on 30 days' written notice so long as a substitute corporate services provider has been appointed on substantially the same terms as those set out in the Corporate Services Agreement.

In addition, the appointment of the Corporate Services Provider may be terminated immediately upon notice in writing given by the Issuer Security Trustee, if the Corporate Services Provider breaches its obligations under the terms of the Corporate Services Agreement and/or certain insolvency related events occur in relation to the Corporate Services Provider.

The information in the preceding 5 paragraphs has been provided by Intertrust Management Limited for use in this Prospectus and Intertrust Management Limited is solely responsible for the accuracy of the 5 preceding paragraphs. Except for the preceding 5 paragraphs, Intertrust Management Limited in its capacity as Corporate Services Provider, and its affiliates, have not been involved in the preparation of, and do not accept responsibility for, this Prospectus.

THE NOTE TRUSTEE AND THE ISSUER SECURITY TRUSTEE

Intertrust Trustees Limited, of 35 Great St Helen's, London EC3A 6AP, United Kingdom, has been appointed as Note Trustee under the Trust Deed and as Issuer Security Trustee under the Issuer Deed of Charge.

This description of the Note Trustee and the Issuer Security Trustee does not purport to be a summary of, and is therefore subject to, and qualified in its entirety by reference to, the detailed provisions of the Transaction Documents.

The delivery of this Prospectus does not imply that there has been no change in the affairs of the Note Trustee and the Issuer Security Trustee since the date hereof, or that the information contained or referred to in this section is correct at any time subsequent to its date.

The information in the preceding 3 paragraphs has been provided by Intertrust Trustees Limited for use in this Prospectus and Intertrust Trustees Limited is solely responsible for the accuracy of the 3 preceding paragraphs. Except for the preceding 3 paragraphs, Intertrust Trustees Limited in its capacities as Note Trustee and Issuer Security Trustee respectively, and its affiliates, have not been involved in the preparation of, and do not accept responsibility for, this Prospectus.

THE SELLER, THE SERVICER, THE SUBORDINATED LOAN PROVIDER AND THE SWAP COUNTERPARTY

De Lage Landen Leasing Limited ("**DLL UK**") is a private limited company incorporated in England and Wales with a registered office address at Building 7 Croxley Park, Hatters Lane, Watford, Herts, WD18 8YN, United Kingdom and registered company number 02380043. DLL UK was incorporated in May 1989. In January 1993, DLL UK changed its name from De Lage Landen Financial Services Limited to De Lage Landen Leasing Limited. DLL UK's telephone number is +44 1923 810016.

DLL UK is a wholly-owned subsidiary of De Lage Landen Limited ("**DLLL**"), a private limited company incorporated in England and Wales with a registered office address at Building 7 Croxley Park, Hatters Lane, Watford, Herts, WD18 8YN, United Kingdom and registered company number 02776015. DLLL was incorporated in December 1992. DLLL is a 100% owned subsidiary of DLL International B.V., a corporate entity formed under the laws of the Netherlands ("**DLL BV**"). DLL BV is a 100% owned subsidiary of Coöperatieve Rabobank U.A., a Dutch multinational banking and financial services company headquartered in the Netherlands. DLL UK originated and selected the Receivables transferred to the Issuer and will be the Servicer of the Receivables.

The information in the preceding two paragraphs has been provided by De Lage Landen Leasing Limited for use in this Prospectus and De Lage Landen Leasing Limited is solely responsible for the accuracy of the two preceding paragraphs. Except for the preceding two paragraphs and for those sections of this Prospectus which expressly state otherwise, De Lage Landen Leasing Limited in its capacities as Seller, Servicer and Subordinated Loan Provider respectively, and its affiliates, have not been involved in the preparation of, and do not accept responsibility for, this Prospectus.

THE ACCOUNT BANK AND THE BACK-UP SWAP COUNTERPARTY

Rabobank is an international financial services provider operating on the basis of cooperative principles. Rabobank comprises Coöperatieve Rabobank U.A. and its subsidiaries. Rabobank operates in 39 countries. Its operations include Domestic Retail Banking, Wholesale, Rural & Retail, Leasing and Real Estate. It serves approximately 8.3 million clients around the world. In the Netherlands, its focus is on maintaining Rabobank's position in the Dutch market and, internationally, on food and agriculture. Rabobank entities have strong interrelationships due to Rabobank's cooperative structure.

Rabobank's cooperative core business comprises the local Rabobanks. Clients can become members of Coöperatieve Rabobank U.A. With 409 offices at 31 December 2018, the local Rabobanks form a dense banking network in the Netherlands. In the Netherlands, the local Rabobanks serve approximately 6.5 million private customers, and approximately 800,000 business clients, offering a comprehensive package of financial services.

Coöperatieve Rabobank U.A. is the holding company of a number of specialised subsidiaries in the Netherlands and abroad. At 31 December 2018, Rabobank had total assets of €590.4 billion, a private sector loan portfolio of €416.0 billion, deposits from customers of €342.4 billion and equity of €42.2 billion. At 31 December 2018, its common equity tier 1 ratio, which is the ratio between common equity tier 1 capital and total risk-weighted assets, was 16.0 per cent. and its total capital ratio, which is the ratio between qualifying capital and total risk-weighted assets, was 26.6 per cent.

The information in the preceding three paragraphs has been provided by Coöperatieve Rabobank U.A. for use in this Prospectus and Coöperatieve Rabobank U.A. is solely responsible for the accuracy of the three preceding paragraphs. Except for the preceding three paragraphs, Coöperatieve Rabobank U.A. in its capacity as Account Bank and the Back-Up Swap Counterparty, and its affiliates have not been involved in the preparation of, and do not accept responsibility for, this Prospectus.

THE PRINCIPAL PAYING AGENT AND THE REGISTRAR

Principal Paying Agent

Deutsche Bank AG, London Branch is the London branch of Deutsche Bank AG. On 12 January 1973 Deutsche Bank AG filed in the United Kingdom the documents required pursuant to section 407 of the Companies Act 1948 to establish a place of business within Great Britain. On 14 January 1993, Deutsche Bank registered under Schedule 21A to the Companies Act 1985 as having established a branch (Registration No. BR000005) in England and Wales. Deutsche Bank AG, London Branch is an authorised person for the purposes of section 19 of the Financial Services and Markets Act 2000.

Deutsche Bank Aktiengesellschaft ("**Deutsche Bank**" or the "**Bank**") originated from the reunification of Norddeutsche Bank Aktiengesellschaft, Hamburg, Rheinisch-Westfälische Bank Aktiengesellschaft, Duesseldorf and Süddeutsche Bank Aktiengesellschaft, Munich; pursuant to the Law on the Regional Scope of Credit Institutions, these had been disincorporated in 1952 from Deutsche Bank which was founded in 1870. The merger and the name were entered in the Commercial Register of the District Court Frankfurt am Main on 2 May 1957. Deutsche Bank is a banking institution and a stock corporation incorporated under the laws of Germany under registration number HRB 30 000. The Bank has its registered office in Frankfurt am Main, Germany. It maintains its head office at Taunusanlage 12, 60325 Frankfurt am Main and branch offices in Germany and abroad including in London, New York, Sydney, Tokyo and an Asia-Pacific Head Office in Singapore which serve as hubs for its operations in the respective regions. The Bank is the parent company of a group consisting of banks, capital market companies, fund management companies, property finance companies, instalment financing companies, research and consultancy companies and other domestic and foreign companies (the "**Deutsche Bank Group**").

Registrar

Deutsche Bank Luxembourg S.A. was established on 12 August 1970 as a public limited liability company (société anonyme) under the name "Compagnie Financière de la Deutsche Bank", in the Grand Duchy of Luxembourg in accordance with the Luxembourg Act dated 10 August 1915 on commercial companies, as amended. The notarial act of incorporation was published on 27 August 1970 in the Mémorial C-142, Recueil des Sociétés et Associations (the "**Mémorial C**").

The original name of Deutsche Bank Luxembourg S.A. was changed to Deutsche Bank Compagnie Financière Luxembourg S.A. on 11 October 1978 and to its present name on 16 March 1987. The articles of incorporation of Deutsche Bank Luxembourg S.A. have been most recently amended by a notarial deed of 30 September 2016, published in the Recueil Electronique des Sociétés et Associations under reference RESA_2016_115.26, Number RESA_2016_115 on 11 October 2016. Deutsche Bank Luxembourg S.A. was incorporated for an unlimited duration. The registered office of Deutsche Bank Luxembourg S.A. is established at 2, boulevard Konrad Adenauer, L-1115 Luxembourg (telephone no. (+352) 421 22 1). Deutsche Bank Luxembourg S.A. is registered with the Luxembourg trade and companies register under number B.9164.

The information in the preceding four paragraphs has been provided by Deutsche Bank AG, London Branch and Deutsche Bank Luxembourg S.A. for use in this Prospectus and Deutsche Bank AG, London Branch and Deutsche Bank Luxembourg S.A. are solely responsible for the accuracy of the four preceding paragraphs. Except for the preceding four paragraphs, Deutsche Bank AG, London Branch and Deutsche Bank Luxembourg S.A. in their capacities as Principal Paying Agent and the Registrar respectively, and their affiliates have not been involved in the preparation of, and do not accept responsibility for, this Prospectus.

THE CASH MANAGER

Intertrust Administrative Services B.V. will be appointed as Cash Manager under the Cash Management Agreement. Intertrust Administrative Services B.V. is a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law on 20 June 1963. It has its official seat (*statutaire zetel*) in Amsterdam, the Netherlands and its registered office at Prins Bernhardplein 200, 1097 JB Amsterdam, the Netherlands. Intertrust Administrative Services B.V. is registered with the Dutch Trade Register under number 33210270.

The information in the preceding paragraph has been provided by Intertrust Administrative Services B.V. for use in this Prospectus and Intertrust Administrative Services B.V. is solely responsible for the accuracy of the preceding paragraph. Except for the preceding paragraph, Intertrust Administrative Services B.V. in its capacity as Cash Manager and its affiliates have not been involved in the preparation of, and do not accept responsibility for, this Prospectus.

RATINGS OF THE NOTES

The Class A Notes are expected to be assigned AAA(sf) by S&P Global and AAAsf by Fitch. The Class B Note is not expected to be assigned a rating by Rating Agencies.

It is a condition of the issue of the Notes that each Class of Notes receives the rating indicated above (if any).

A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal by the Rating Agencies at any time. If the ratings initially assigned to the Class A 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 such Class of Notes.

The Issuer has not requested a rating of the Notes by any rating agency other than the rating of the Class A Notes by the Rating Agencies. There can be no assurance, however, as to whether any other rating agency will rate the Notes or, if it does, what rating would be assigned by such other rating agency. The rating assigned to the Notes by such other rating agency could be lower than the respective ratings assigned by the Rating Agencies.

TAXATION

United Kingdom Taxation

The following is a summary of the Issuer's understanding of current United Kingdom law and published HM Revenue and Customs ("**HMRC**") practice relating only to the United Kingdom withholding taxation treatment of payments of interest (as that term is understood for United Kingdom taxation purposes) in respect of the Notes. It does not deal with any other United Kingdom taxation implications of acquiring, holding or disposing of the Notes. The United Kingdom tax treatment of prospective Noteholders depends on their individual circumstances and may be subject to change in the future. Prospective Noteholders who may be subject to tax in a jurisdiction other than the United Kingdom or who may be unsure as to their position should seek their own professional advice.

Payments of Interest on the Notes

Payments of interest on the Notes may be made without deduction of or withholding on account of United Kingdom income tax **provided that** the Notes carry a right to interest and are and continue to be listed on a "recognised stock exchange" within the meaning of section 1005 of the Income Tax Act 2007 (the "**Act**"). Euronext Dublin is a recognised stock exchange. The Notes will satisfy this requirement if they are officially listed in Ireland in accordance with provisions corresponding to those generally applicable in EEA states and are admitted to trading on the Main Market of Euronext Dublin. Provided, therefore, that the Class A Notes carry a right to interest and are and remain so listed on a "recognised stock exchange", interest on the Class A Notes will be payable without deduction of or withholding on account of United Kingdom income tax. Payments of interest on the Class A Notes may also be paid without deduction of or withholding on account of United Kingdom income tax where the maturity of the Class A Notes is less than 365 days and those Notes do not form part of a scheme or arrangement of borrowing intended to be capable of remaining outstanding for more than 364 days.

In other cases, an amount must generally be withheld from payments of interest on the Notes that has a United Kingdom source on account of United Kingdom income tax at the basic rate (currently 20%) subject to any other available exceptions or reliefs. However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Noteholder, HMRC can issue a notice to the Issuer to pay interest to the Noteholder without deduction of tax (or for interest to be paid with tax deducted at the rate provided for it the relevant double tax treaty).

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes (**foreign passthru payments**) to persons that fail to meet certain certification, reporting, or related requirements. The Issuer may be a foreign financial institution for these purposes. A number of jurisdictions (including the United Kingdom) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**IGAs**), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to 1 January 2019 and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the

Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

SUBSCRIPTION AND SALE

Merrill Lynch International and Coöperatieve Rabobank U.A., (the "**Joint Lead Managers**"), pursuant to a subscription agreement dated on or about the date of this Prospectus between, amongst others, the Seller (the "**Subscription Agreement**"), have agreed with the Issuer (subject to certain conditions) to subscribe and pay for £306,000,000 of the Class A Notes at the issue price of 100% of the Aggregate Principal Amount Outstanding of the Class A Notes. Additionally, pursuant to the Subscription Agreement, DLL as Class B Note Purchaser has agreed with the Issuer (subject to certain conditions) to subscribe and pay for £43,714,000 of the Class B Note at the issue price of 100% of the Aggregate Principal Amount Outstanding of the Class B Note.

DLL, as Seller, will, for the life of the Transaction, retain, as "originator" (as defined in Article 2(3) of the Securitisation Regulation) a material net economic interest of not less than 5% in the securitisation in accordance with Article 6 of the Securitisation Regulation (not taking into account any corresponding national measures). As at the Closing Date, such retention will be comprised of an interest in the Class B Note as required by Article 6(3)(d) of the Securitisation Regulation. Any change to the manner in which such interest is held will be notified to Noteholders.

The Issuer has agreed to indemnify DLL and the Joint Lead Managers against certain liabilities and to pay certain costs and expenses in connection with the issue of the Notes.

Other than admission of the Notes to the Official List and the admission to trading on Euronext Dublin, no action has been taken by the Issuer, the Joint Lead Managers or DLL, which would or has been intended to permit a public offering of the Notes, or possession or distribution of this Prospectus or other offering material relating to the Notes, in any country or jurisdiction where action for that purpose is required.

This Prospectus does not constitute, and may not be used for the purpose of, an offer or a solicitation by anyone to subscribe for or purchase any of the Notes in or from any country or jurisdiction where such an offer or solicitation is not authorised or is unlawful.

United Kingdom

The Joint Lead Managers have represented and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

United States

The Notes have not been and will not be registered under the Securities Act or the securities laws or "blue sky" laws of any state or any other relevant jurisdiction of the United States and therefore may not be offered, sold, resold or otherwise transferred, directly or indirectly within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from the registration requirements of the Securities Act. Accordingly, the Notes are being offered outside the United States to persons other than U.S. persons.

The Joint Lead Managers have agreed that, except as permitted by the Subscription Agreement, it will not offer or sell the Notes (i) as part of its distribution at any time; or (ii) otherwise until 40 days after the later of the commencement of the offering of the Notes and the closing date (the "**Distribution Compliance Period**") within the United States or to, or for the account or benefit of, U.S. persons. The

Joint Lead Managers have further agreed that it will have sent to each affiliate or other person receiving a selling commission, fee or other remunerations that purchases Notes from it during the Distribution Compliance Period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account of, U.S. persons.

In addition, until the expiration of the Distribution Compliance Period, an offer or sale of the Notes within the United States by the Joint Lead Managers may violate the registration requirements of the Securities Act. Terms used in this section that are defined in Regulation S under the Securities Act are used herein as defined therein.

"U.S. person" means any of the following: (A) any natural person resident in the United States; (B) any partnership, corporation, limited liability company, or other organisation or entity organised or incorporated under the laws of any State or of the United States; (C) any estate of which any executor or administrator is a U.S. person; (as defined under any other clause of this definition); (D) any trust of which any trustee is a U.S. person (as defined under any other clause of this definition); (E) any agency or branch of a foreign entity located in the United States; (F) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person (as defined under any other clause of this definition); (G) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; and (H) any partnership, corporation, limited liability company, or other organisation or entity if: (1) organised or incorporated under the laws of any foreign jurisdiction; and (2) formed by a U.S. person (as defined under any other clause of this definition) principally for the purpose of investing in securities not registered under the Act. "U.S. person(s)" does not include: (A) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a person not constituting a U.S. person (as defined in paragraph (i) of this section) by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident in the United States; (B) any estate of which any professional fiduciary acting as executor or administrator is a U.S. person (as defined in paragraph (i) of this section) if: (1) an executor or administrator of the estate who is not a U.S. person (as defined in paragraph (i) of this section) has sole or shared investment discretion with respect to the assets of the estate; and (2) the estate is governed by foreign law; (C) any trust of which any professional fiduciary acting as trustee is a U.S. person (as defined in paragraph (i) of this section), if a trustee who is not a U.S. person (as defined in paragraph (i) of this section) has sole or shared investment discretion with respect to the trust assets and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person; (as defined in paragraph (i) of this section); (D) an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country; (E) any agency or branch of a U.S. person (as defined in paragraph (i) of this section) located outside the United States if (i) the agency or branch operates for valid business reasons; and (ii) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and (F) the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations and their agencies, affiliates and pension plans and any other similar international organisations, their agencies, affiliates and pension plans.

Except with the prior consent of the Seller in the form of a U.S. Risk Retention Waiver and where such sale falls within the exemption provided by Section 20 of the U.S. Risk Retention Rules the Notes sold as part of the initial distribution of the Notes may not be purchased by, or for the account or benefit of, any person except for persons that are not Risk Retention U.S. Persons. Prospective investors should note that, although the definition of "U.S. person" in the U.S. Risk Retention Rules is similar to the definition of "U.S. person" in Regulation S, the definitions are not identical and that persons who are not "U.S. Persons" under Regulation S may be "U.S. Persons" under the U.S. Risk Retention Rules. Each purchaser of Notes, including beneficial interests therein, will, by its acquisition of a Note or beneficial interest therein, be deemed and, in certain circumstances (including as a condition to placing an order relating to the Notes), will be required, to have made certain representations and agreements, including that it: (1) is not a Risk Retention U.S. Person (or, if it is a U.S. Risk Retention Person, it has obtained the prior consent of the Seller in the form of a U.S. Risk Retention Waiver); (2) is acquiring such Note or a

beneficial interest therein for its own account and not with a view to distribute such Note; and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules.

The Seller, the Issuer, the Joint Lead Managers and the Class B Note Purchaser have agreed that the determination of the proper characterisation of potential investors for such restriction or for determining the availability of the exemption provided for in the U.S. Risk Retention Rules is solely the responsibility of the Seller, and none of the Joint Lead Managers or any person who controls such person or any director, officer, employee, agent or affiliate of such person shall have any responsibility for determining the proper characterisation of potential investors for such restriction or for determining the availability of the exemption provided for in the U.S. Risk Retention Rules, and none of the Joint Lead Managers or any person who controls it or any director, officer, employee, agent or affiliate of such person accepts any liability or responsibility whatsoever for any such determination or characterisation. Prospective investors should consult their own advisors as to the U.S. Risk Retention Rules.

Ireland

The Joint Lead Managers have represented and agreed that:

(a) it will not underwrite the issue of, or place the Notes, otherwise than in conformity with the provisions of the European Communities (Markets in Financial Instruments) Regulations 2003 (Nos. 1 and 2), including without limitation, Regulations 7 and 152 thereof or any codes of conduct used in connection therewith;

(b) it will not underwrite the issue of, or place, the Notes, otherwise than in conformity with the provisions of the Central Bank Acts 1942 - 1999 (as amended) and any codes of conduct rules made under Section 117(1) thereof; and

(c) it will not underwrite the issue of, place or otherwise act in Ireland in respect of the Notes, otherwise than in conformity with the provisions of the Market Abuse (Directive 2003/6/EC) Regulations 2005 and any rules issued by the Central Bank pursuant thereto.

General

The Joint Lead Managers have undertaken that each of them 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 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.

Retail Investor Restriction

The Joint Lead Managers have represented and agreed, and each further Joint Lead Manager appointed under the Subscription Agreement will be required to represent and agree, that it has not offered, sold or otherwise made available the Notes available to any retail investor in the European Economic Area. For these purposes, a retail investor means a person who is one or more of the following: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**) ; or (ii) a customer within the meaning of Directive 2002/92/EC (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

Investor Compliance

Persons into whose hands this Prospectus comes are required by the Issuer and the Joint Lead Managers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase,

offer, sell or deliver Notes or have in their possession, distribute or publish this Prospectus or any other offering material relating to the Notes, in all cases at their own expense.

DESCRIPTION OF THE NOTES IN GLOBAL FORM AND THE CLASS B NOTE

General

The Notes of each Class or sub-Class will be offered and sold outside the United States to non-U.S. persons in reliance on Regulation S and the Class A Notes will be represented on issue by a Global Note in fully registered form without interest coupons or principal receipts attached (the "**Global Note**"). Beneficial interests in the Class A Notes may only be held through Euroclear or Clearstream, Luxembourg or their participants at any time.

All capitalised terms not defined in this paragraph shall be as defined in the Conditions of the Notes.

In a press release dated 22 October 2008, "Evolution of the custody arrangement for international debt securities and their eligibility in Eurosystem credit operations", the ECB announced that it has assessed the new holding structure and custody arrangements for registered notes which the ICSDs had designed in co-operation with market participants and that notes to be held under the new structure (the "**New Safekeeping Structure**" or "**NSS**") would be in compliance with the "Standards for the use of EU securities settlement systems in ESCB credit operations" of the central banking system for the Euro (the "**Eurosystem**"), subject to the conclusion of the necessary legal and contractual arrangements. The press release also stated that the new arrangements for notes to be held in NSS form will be offered by Euroclear and Clearstream, Luxembourg from 30 June 2010 and that registered debt securities in global registered form held issued through Euroclear and Clearstream, Luxembourg after 30 September 2010 will only be eligible as collateral in Eurosystem operations if the New Safekeeping Structure is used.

The Class A Notes will be held under the NSS and will be deposited with the common safekeeper for Euroclear and Clearstream, Luxembourg (the "**Common Safekeeper**"). The Class B Note will be in dematerialised form and will not be cleared. The Notes are intended to be Eurosystem eligible. However, it is intended that the Class A Notes which are to be held under the NSS will be held in a manner to enable Eurosystem eligibility, however, it cannot be confirmed that the Class A Notes to be held under NSS will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria has been met. The Class A Notes, will be deposited with the Common Safekeeper and registered in the name of a nominee of Euroclear and Clearstream. The Issuer will procure the Registrar to maintain a register in which it will register the nominee for the Common Safekeeper as the owner of the Global Note.

Upon confirmation by the Common Safekeeper that it has custody of the Global Note, Euroclear or Clearstream, Luxembourg, as the case may be, will record book-entry interests representing beneficial interests (the "**Book-Entry Interests**") in the Global Note attributable thereto.

Book-Entry Interests in respect of the Global Note will be recorded in denominations of £100,000; and, for so long as or Clearstream, Luxembourg so permit integral multiples of £1,000 in excess thereof (a "**Minimum Denomination**"). Ownership of Book-Entry Interests is limited to persons that have accounts with Euroclear or Clearstream, Luxembourg ("**Participants**") or persons that hold interests in the Book-Entry Interests through Participants ("**Indirect Participants**"), including, as applicable, banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with Euroclear or Clearstream, Luxembourg, either directly or indirectly. Indirect Participants shall also include persons that hold beneficial interests through such Indirect Participants. Book-Entry Interests will not be held in definitive form. Instead, Euroclear and Clearstream, Luxembourg, as applicable, will credit the Participants' accounts with the respective Book-Entry Interests beneficially owned by such Participants on each of their respective book-entry registration and transfer systems. The accounts initially credited will be designated by the Joint Lead Managers. Ownership of Book-Entry Interests will be shown on, and transfers of Book-Entry Interests or the interests therein will be effected only through, records maintained by Euroclear or Clearstream, Luxembourg (with respect to the interests of their Participants) and on the

records of Participants or Indirect Participants (with respect to the interests of Indirect Participants). The laws of some jurisdictions or other applicable rules may require that certain purchasers of securities take physical delivery of such securities in definitive form. The foregoing limitations may therefore impair the ability to own, transfer or pledge Book-Entry Interests.

So long as a nominee of the Common Safekeeper is the registered holder of the Global Note underlying the Book-Entry Interests, the nominee for the Common Safekeeper will be considered the sole Noteholder of the Global Note for all purposes under the Trust Deed. Except as set forth under "Issuance of Registered Definitive Notes", below, Participants or Indirect Participants will not be entitled to have Notes registered in their names, will not receive or be entitled to receive physical delivery of Notes in definitive registered form and will not be considered the holders thereof under the Trust Deed. Accordingly, each person holding a Book-Entry Interest must rely on the rules and procedures of Euroclear or Clearstream, Luxembourg, as the case may be, and Indirect Participants must rely on the procedures of the Participants or Indirect Participants through which such person owns its interest in the relevant Book-Entry Interests, to exercise any rights and obligations of a holder of Notes under the Trust Deed. See "Action in Respect of the Global Note and the Book-Entry Interests", below.

Unlike legal owners or holders of the Notes, holders of the Book-Entry Interests will not have the right under the Trust Deed to act upon solicitations by the Issuer or consents or requests by the Issuer for waivers or other actions from Noteholders. Instead, a holder of Book-Entry Interests will be permitted to act only to the extent it has received appropriate proxies to do so from Euroclear or Clearstream, Luxembourg, as the case may be, and, if applicable, their Participants. There can be no assurance that procedures implemented for the granting of such proxies will be sufficient to enable holders of Book-Entry Interests to vote on any requested actions on a timely basis. Similarly, upon the occurrence of an Event of Default under the Global Note, holders of Book-Entry Interests will be restricted to acting through Euroclear or Clearstream, Luxembourg unless and until Registered Definitive Notes are issued in accordance with the Conditions. There can be no assurance that the procedures to be implemented by Euroclear or Clearstream, Luxembourg under such circumstances will be adequate to ensure the timely exercise of remedies under the Trust Deed.

In the case of a Global Note, unless and until Book-Entry Interests are exchanged for Registered Definitive Notes, the Global Note held by the Common Safekeeper may not be transferred except as a whole by the Common Safekeeper to a successor of the Common Safekeeper.

Purchasers of Book-Entry Interests in a Global Note pursuant to Regulation S will hold Book-Entry Interests in the Global Note relating thereto. Investors may hold their Book-Entry Interests in respect of a Global Note directly through Euroclear or Clearstream, Luxembourg (in accordance with the provisions set forth under "Transfers and Transfer Restrictions", below), if they are account holders in such systems, or indirectly through organisations which are account holders in such systems. Euroclear and Clearstream, Luxembourg will hold Book-Entry Interests in each Global Note, as the case may be, on behalf of their account holders through securities accounts in the respective account holders' names on Euroclear's and Clearstream, Luxembourg's respective book-entry registration and transfer systems.

Trading between Euroclear and/or Clearstream, Luxembourg participants

Secondary market sales of book-entry interests in the notes held through Euroclear or Clearstream, Luxembourg to purchasers of book-entry interests in the notes held through Euroclear or Clearstream, Luxembourg will be conducted in accordance with the normal rules and operating procedures of Euroclear and Clearstream, Luxembourg and will be settled using the procedures applicable to conventional Eurobonds and sterling denominated bonds.

Payments on the Global Note

Payment of principal and interest on, and any other amount due in respect of, the Global Note will be made in Sterling by or to the order of Deutsche Bank AG, London Branch as the Principal Paying Agent on behalf of the Common Safekeeper or its nominee as the registered holder thereof. Each holder of

Book-Entry Interests must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of any amounts paid by or on behalf of the Issuer to the Common Safekeeper or their nominees in respect of those Book-Entry Interests. All such payments will be distributed without deduction or withholding for or on account of any taxes, duties, assessments or other governmental charges of whatever nature except as may be required by law. If any such deduction or withholding is required to be made, then neither the Issuer, the Paying Agents nor any other person will be obliged to pay additional amounts in respect thereof.

In accordance with the rules and procedures for the time being of Euroclear or, as the case may be, Clearstream, Luxembourg, after receipt of any payment from the Principal Paying Agent to the order of the Common Safekeeper the respective systems will promptly credit their Participants' accounts with payments in amounts proportionate to their respective ownership of Book-Entry Interests as shown in the records of Euroclear or Clearstream, Luxembourg. On each record date, Euroclear and Clearstream, Luxembourg will determine the identity of the Noteholders for the purposes of making payments to the Noteholders. The record date, in respect of the Class A Notes shall be one Clearing System Business Day prior to the relevant Payment Date where "**Clearing System Business Day**" means a day on which each clearing system for which the Class A Notes are being held is open for business. The Issuer expects that payments by Participants to owners of interests in Book-Entry Interests held through such Participants or Indirect Participants will be governed by standing customer instructions and customary practices, as is now the case with the securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participants or Indirect Participants. None of the Issuer, any agent of the Issuer, the Joint Lead Managers, the Joint Arrangers, the Originator, the Note Trustee or the Issuer Security Trustee will have any responsibility or liability for any aspect of the records relating to or payments made on account of a Participant's ownership of Book-Entry Interests or for maintaining, supervising or reviewing any records relating to a Participant's ownership of Book-Entry Interests.

Information Regarding Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg have advised the Issuer as follows:

Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg each hold securities for their account holders and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders, thereby eliminating the need for physical movements of certificates and any risk from lack of simultaneous transfers of securities.

Euroclear and Clearstream, Luxembourg each provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg each also deal with domestic securities markets in several countries through established depositary and custodial relationships. The respective systems of Euroclear and of Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective account holders may settle trades with each other.

Account holders in both Euroclear and Clearstream, Luxembourg are worldwide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to both Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

An account holder's overall contractual relations with either Euroclear or Clearstream, Luxembourg are governed by the respective rules and operating procedures of Euroclear or Clearstream, Luxembourg and any applicable laws. Both Euroclear and Clearstream, Luxembourg act under such rules and operating procedures only on behalf of their respective account holders, and have no record of or relationship with persons holding through their respective account holders.

The Issuer understands that under existing industry practices, if any of the Issuer, the Note Trustee or the Issuer Security Trustee requests any action of owners of Book-Entry Interests or if an owner of a Book-Entry Interest desires to give instructions or take any action that a holder is entitled to give or take under the Trust Deed or the Issuer Deed of Charge, Euroclear or Clearstream, Luxembourg as the case may be, would authorise the Participants owning the relevant Book-Entry Interests to give instructions or take such action, and such Participants would authorise Indirect Participants to give or take such action or would otherwise act upon the instructions of such Indirect Participants.

Redemption

In the event that any Global Note (or portion thereof) is redeemed, the Principal Paying Agent will deliver all amounts received by it in respect of the redemption of such Global Note to the nominee of the Common Safekeeper and, upon final payment, will surrender such Global Note (or portion thereof) to or to the order of the Principal Paying Agent for cancellation. Appropriate entries will be made in the Register. The redemption price payable in connection with the redemption of Book-Entry Interests will be equal to the amount received by the Principal Paying Agent in connection with the redemption of the Global Note (or portion thereof) relating thereto. For any redemptions of the Global Note in part, selection of the relevant Book-Entry Interest relating thereto to be redeemed will be made by Euroclear or Clearstream, Luxembourg, as the case may be, on a pro rata basis (or on such basis as Euroclear or Clearstream, Luxembourg, as the case may be, deems fair and appropriate). Upon any redemption in part, the Principal Paying Agent will mark down the schedule to such Global Note by the principal amount so redeemed.

Cancellation

All Notes redeemed in full will be cancelled forthwith by the Issuer and may not be reissued or resold.

Transfers and Transfer Restrictions

All transfers of Book-Entry Interests will be recorded with the book-entry systems maintained by Euroclear or Clearstream, Luxembourg, as applicable, pursuant to the customary procedures established by each respective system and its Participants.

Beneficial interests in the Global Note may be held only through Euroclear and Clearstream, Luxembourg. Neither the Global Note nor any beneficial interest therein may be transferred except in compliance with the transfer restrictions set forth in the legend appearing in the Global Note.

Settlement and transfer of notes

Subject to the rules and procedures of each applicable clearing system, purchases of notes held within a clearing system must be made by or through Participants, which will receive a credit for such notes on the clearing system's records. The ownership interest of each actual purchaser of each such note (the "**beneficial owner**") will in turn be recorded on the Participant's records. Beneficial owners will not receive written confirmation from any clearing system of their purchase, but beneficial owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the direct and indirect participant through which such beneficial owner entered into the transaction. Transfers of ownership interests in notes held within the clearing system will be effected by entries made on the books of Participants acting on behalf of beneficial owners. **Beneficial owners will not receive individual notes representing their ownership interests in such notes unless use of the book-entry system for the notes described in this section is discontinued.**

No clearing system has knowledge of the actual beneficial owners of the notes held within such clearing system and their records will reflect only the identity of the direct participants to whose accounts such notes are credited, which may or may not be the beneficial owners. Participants will remain responsible for keeping account of their holdings on behalf of their customers. Conveyance of notices and other communications by the clearing systems to direct participants, by direct participants to indirect

participants, and by direct participants and indirect participants to beneficial owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

All transfers of Book-Entry Interests will be recorded in accordance with the book-entry systems maintained by Euroclear or Clearstream, Luxembourg, as applicable, pursuant to customary procedures established by each respective system and its Participants. See "General", above.

Issuance of Registered Definitive Notes

Holders of Book-Entry Interests in the Global Note will be entitled to receive certificates evidencing definitive notes in registered form ("**Registered Definitive Notes**") in exchange for their respective holdings of Book-Entry Interests if: (a) both Euroclear and Clearstream, Luxembourg are closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announce an intention permanently to cease business and do so cease to do business and no alternative clearing system satisfactory to the Note Trustee is available; or (b) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom (or of any political subdivision thereof) or of any authority therein or thereof having power to tax or in the interpretation or administration by a revenue authority or a court or in the administration of such laws or regulations which becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will be required to make any deduction or withholding from any payment in respect of the Notes which would not be required were the Notes in definitive form.

Any Registered Definitive Note issued in exchange for Book-Entry Interests in a Global Note will be registered by the Registrar in such name or names as the Issuer shall instruct the Principal Paying Agent based on the instructions of Euroclear or Clearstream, Luxembourg. It is expected that such instructions will be based upon directions received by Euroclear or Clearstream, Luxembourg from their Participants with respect to ownership of the relevant Book Entry Interests. Holders of Registered Definitive Notes issued in exchange for Book-Entry Interests in a Global Note, as the case may be, will not be entitled to exchange such Registered Definitive Note, for Book-Entry Interests in a Global Note. Any Notes issued in definitive form will be issued in registered form only and will be subject to the provisions set forth under "Transfers and Transfer Restrictions" above **provided that** no transfer shall be registered for a period of 15 days immediately preceding any due date for payment in respect of the Note or, as the case may be, the due date for redemption. Registered Definitive Notes will not be issued in a denomination that is not an integral multiple of the Minimum Denomination or for any amount in excess thereof, in integral multiples of £1,000. As the Notes have a denomination consisting of the Minimum Denomination plus a higher integral multiple of another smaller amount, it is possible that the Notes may be traded in amounts in excess of £100,000 (or its equivalent) that are not integral multiples of £100,000 (or its equivalent). In such case a Noteholder who, as a result of trading such amounts, holds a principal amount of less than the Minimum Denomination may not receive a Registered Definitive Note in respect of such holding (should Registered Definitive Notes be issued) and would need to purchase a principal amount of Notes such that its holding amounts to the Minimum Denomination.

Action in Respect of the Global Note and the Book-Entry Interests

Not later than 10 days after receipt by the Issuer of any notices in respect of the Global Note or any notice of solicitation of consents or requests for a waiver or other action by the holder of the Global Note, the Issuer will deliver to Euroclear and Clearstream, Luxembourg a notice containing: (a) such information as is contained in such notice; (b) a statement that at the close of business on a specified record date Euroclear and Clearstream, Luxembourg will be entitled to instruct the Issuer as to the consent, waiver or other action, if any, pertaining to the Book-Entry Interests or the Global Note; and (c) a statement as to the manner in which such instructions may be given. Upon the written request of Euroclear and Clearstream, Luxembourg, as applicable, the Issuer shall endeavour insofar as practicable to take such action regarding the requested consent, waiver or other action in respect of the Book-Entry Interests or the Global Note in accordance with any instructions set forth in such request. Euroclear or Clearstream, Luxembourg are expected to follow the procedures described under "General" above, with respect to

soliciting instructions from their respective Participants. The Registrar will not exercise any discretion in the granting of consents or waivers or the taking of any other action in respect of the Book-Entry Interests or the Global Note.

Reports

The Issuer will send to Euroclear and Clearstream, Luxembourg a copy of any notices, reports and other communications received relating to the Issuer, the Global Note or the Book-Entry Interests. In addition, notices regarding the Notes may be published in a leading newspaper having a general circulation in the United Kingdom (which is expected to be the Financial Times); provided that if, at any time, the Issuer procures that the information contained in such notice shall appear on a page of the Reuters screen, the Bloomberg screen or any other medium for electronic display of data as may be previously approved in writing by the Note Trustee or if notices have been submitted to Euroclear and Clearstream, Luxembourg, publication in the Financial Times shall not be required with respect of such information.

The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange on which the Notes (other than the Class B Note) are for the time being listed or any other relevant authority.

Class B Note

The Class B Note will be issued in dematerialised registered form and no certificate evidencing entitlement to the Class B Note will be issued. The Issuer will also maintain a register, to be kept on the Issuer's behalf by the Registrar, in which the Class B Note will be registered in the name of the Class B Noteholder. Transfers of the Class B Note may be made only through the register maintained by the Issuer and are subject to the transfer restrictions set out in Condition 1.2 (Title).

USE OF PROCEEDS

The net proceeds of the Notes in an amount of £349,714,000 will be used on the Closing Date towards payment of the Purchase Price.

On the Closing Date, the Issuer will use the entire proceeds of the Subordinated Loan to credit an amount equal to £3,060,000 in the Reserve Fund Ledger.

GENERAL INFORMATION

1. Authorisation

The issue of the Notes has been authorised by a resolution of the Board of Directors of the Issuer passed on 21 March 2019.

2. Irish Listing

It is expected that admission of the Class A Notes to the Official List of Euronext Dublin and to trading on its regulated market will be granted on or about the Closing Date, subject only to the issue of the Global Note in respect of the Class A Notes. The issue of the Class A Notes will be cancelled, if the related Global Note is not issued. The estimated aggregate cost of the foregoing applications for admission to the Official List of Euronext Dublin and admission to trading on its regulated market, is approximately €7,500.

Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in connection with the Notes and is not itself seeking admission of the Notes to the Official List of Euronext Dublin or to trading on its regulated market for the purposes of the Prospectus Directive.

3. Clearing Codes

The Notes (other than the Class B Note) have been accepted for clearance through Euroclear and Clearstream, Luxembourg as follows:

	ISIN	Common Code
Class A Notes	XS1953007637	195300763

4. Litigation

The Issuer is not and has not been involved in any legal, governmental or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this Prospectus which may have or have had in the recent past, significant effect on its financial position or profitability.

5. Financial Statements, Financial Position of the Issuer

No financial statements have been prepared in respect of the Issuer.

Since 18 October 2018 (being the date of incorporation of the Issuer), there has been: (a) no significant change in the financial or trading position of the Issuer; and (b) no material adverse change in the financial position or prospects of the Issuer.

6. Availability of Documents

Copies of the following documents are available in physical form and/or electronic format for inspection during usual business hours at the offices of the Principal Paying Agent for the life of this Prospectus:

(a) the memorandum and articles of association of the Issuer;

(b) all reports, letters and other documents, historical financial information, valuations and statements prepared by any expert at the Issuer's request any part of which is included or referred to herein;

(c) the Transaction Documents.

Drafts of the following documents have been made available at https://www.loanbyloan.eu/data/programs (for access/login details please contact: DLLEU_19-1UK@Intertrustgroup.com) prior to the pricing date for the transaction described herein:

(a) Agency Agreement;

(b) Bank Account Agreement;

(c) Cash Management Agreement;

(d) Corporate Services Agreement;

(e) Issuer Deed of Charge;

(f) Master Definitions and Framework Agreement;

(g) Collection Account Declaration of Trust;

(h) Receivables Purchase Agreement;

(i) Servicing Agreement;

(j) Subordinated Loan Agreement;

(k) Conditional Deed of Novation;

(l) Swap Agreement;

(m) Trust Deed (which includes the form of each Note of each Class); and

(n) Seller Power of Attorney.

Copies of the final form of such documents together with the Investor Reports shall be made available on such website within 5 Business Days following the Closing Date.

7. Post Issuance Reporting

The Issuer intends to provide post-issuance transaction information regarding the Notes to be admitted to trading and the performance of the underlying assets. The Cash Manager will provide the investors with an Investor Report regarding the Notes, the performance of the underlying assets, loan level data, any inside information relating to the securitisation that the reporting entity is obliged to make public under the Market Abuse Regulation (Regulation (EU) No 596/2014), information on "significant events" (where applicable) and such other information as may be required in order to comply with the ongoing reporting obligations under Article 7 of the Securitisation Regulation. Such Investor Reports will be provided on a monthly basis and will be made available on https://www.loanbyloan.eu. Other than as outlined above, the Issuer does not intend to provide post-issuance transaction information regarding the Notes or the Purchased Receivables.

8. Miscellaneous

No website referred to herein forms part of this Prospectus.

The language of the Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

GLOSSARY OF DEFINED TERMS

1. DEFINITIONS

Except where the context otherwise requires, the following defined terms used in the Transaction Documents and herein shall have the meanings set out below:

"**Account Bank**"	means Rabobank, acting through its London branch at Thames Court, One Queenhithe, London EC4V 3RL or, as the case may be, any other Eligible Bank which would subsequently be appointed as Account Bank pursuant to the Bank Account Agreement.
"**Actual Collections**"	means, in respect of a Monthly Collection Period, the amount of Revenue Collections and Principal Collections which were actually received by the Seller during such Monthly Collection Period.
"**Additional Account**"	means an additional bank account, Additional Swap Collateral Account or replacement bank account opened, in the case of the Additional Swap Collateral Account following the Closing Date, by the Issuer in accordance with the terms of the Bank Account Agreement.
"**Additional Swap Collateral Account**"	means any bank account opened following the Closing Date with the Account Bank and/or such other banks (with the prior consent of the Issuer Security Trustee) and designated as such for the purposes of holding collateral posted by the Swap Counterparty pursuant to the Swap Agreement in accordance with the provisions of the Bank Account Agreement.
"**Administrator Incentive Recovery Fee**"	means the fee (inclusive of VAT) payable to the Insolvency Official of DLL following an Insolvency Event in respect of DLL in relation to the sale of the Equipment in an amount equal to the sum of: (a) the reasonable costs and expenses of such Insolvency Official (including VAT in respect thereof, other than to the extent the Insolvency Official is entitled to credit or repayment in respect of such VAT) incurred in relation to the sale of such Equipment; and (b) an amount equal to 1% of the corresponding Equipment Realisation Proceeds or such amount to be agreed by the Servicer with the Insolvency Official of DLL pursuant to the Servicing Agreement.
"**Affiliate**"	means, in relation to any Person, any other Person who, directly or indirectly, is in control of, or controlled by, or is under common control with, such Person (and, for the purposes of this definition, "control" of a Person means the power, direct or indirect to vote more than 50 per cent. of the securities having ordinary voting power for the election of directors of such person).
"**Agency Agreement**"	means the agency agreement entered into on or prior to the Closing Date between the Issuer, the Note Trustee, the Principal Paying Agent, the Registrar and the Reference Agent.

"**Aggregate Principal Amount Outstanding**"	means with respect to a Class of Notes, at any time, the sum of the Principal Amount Outstanding of each Note.
"**Aggregate Receivables Principal Balance**"	means the aggregate Principal Balance of all Purchased Receivables as such date of determination.
"**Alternative Benchmark Rate**"	has the meaning given to that term in Condition 11.9(10).
"**Ancillary Rights**"	means in relation to each Purchased Receivable as the context requires: (a) the right to demand, sue for, recover, receive and give receipts for all amounts due (whether from the relevant Obligor, any guarantor in respect thereof or otherwise) under, relating to or in connection with the Underlying Agreement from which such Purchased Receivable derives (including any Enforcement Recoveries received by the Seller or its agents); (b) the benefit of all covenants and undertakings from the relevant Obligor and from any guarantor under, relating to or in connection with the Underlying Agreement from which such Purchased Receivable derives (including, without limitation, the proceeds of the liquidation of an Obligor's property following that Obligor's default under the relevant Underlying Agreement); (c) the benefit of all causes of action against the relevant Obligor under, relating to or in connection with, the Underlying Agreement from which such Purchased Receivable derives; (d) the proceeds of any and all insurance claims received by the Seller in respect of Equipment; (e) the proceeds of any payment plan arrangement entered into with an Obligor on behalf of the Issuer by the Servicer; (f) in respect of Defaulted Receivables: (i) the Underlying Agreement Equipment Realisation Proceeds following repossession or return of such Equipment; and (ii) the proceeds of re-leasing Equipment following repossession thereof by the Seller (to the extent such Equipment is not sold and limited to the outstanding exposure of the Defaulted Receivable); and (g) the benefit of any other rights, title, interests, powers or benefits of the Seller in relation to the Underlying Agreement from which such Purchased Receivable derives, provided that: (i) the term "Ancillary Rights" shall not include Excluded Rights; and (ii) to the extent the amount realised from any such Ancillary Right exceeds the amount payable

pursuant to the relevant Purchased Receivable, such excess amount shall constitute an Excluded Amount.

For the purpose of this definition, references to "**guarantees**" shall be deemed to include all other indemnities, security, collateral or other documents, agreements or arrangements whatsoever whereby any person (including, but without limitation, any Obligor) agrees to make any payment to the Seller in respect of that Obligor's obligations under the relevant Underlying Agreement or to provide any security therefor and "**guarantors**" shall be construed accordingly.

"**Applicable Benchmark Rate**" has the meaning given to that term in Condition 11.9(10).

"**Appointee**" means any attorney, manager, agent, delegate, nominee, Receiver, custodian or other person properly appointed by the Note Trustee under the Trust Deed or the Issuer Security Trustee under the Issuer Deed of Charge (as applicable) to discharge any of its functions.

"**Authorised Entity**" means any entity: (a) which satisfies the Minimum Required Ratings; (b) is an institution authorised to carry on banking business (including accepting deposits) under the FSMA; and (c) is a bank for the purposes of section 878 of the Income Tax Act 2007.

"**Available Distribution Amounts**" means, collectively, Available Principal Amounts and Available Revenue Amounts.

"**Available Principal Amounts**" means an amount calculated by the Cash Manager on a Calculation Date, being the aggregate of the following amounts:

(a) the Principal Collections received for the preceding Monthly Collection Period (in each case, excluding any Reconciliation Amounts to be applied as Available Revenue Amounts on the immediately following Payment Date and excluding any Excess Collections Amounts);

(b) the amount (if any) calculated on that Calculation Date pursuant to the Pre-Enforcement Revenue Priority of Payments to be the amount by which the debit balance on any of the Principal Deficiency Ledgers is expected to be reduced by the application of the Available Revenue Amounts on the immediately succeeding Payment Date; and

(c) on each Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Principal Amounts in accordance with the Cash Management Agreement.

"**Available Revenue Amounts**" means an amount calculated by the Cash Manager on a Calculation Date, being the aggregate of the following amounts:

(a) interest received on the Transaction Account for the Monthly Collection Period immediately preceding the relevant Calculation Date;

(b) the Revenue Collections received for the Monthly Collection Period immediately preceding the relevant

Calculation Date (in each case, excluding any Reconciliation Amounts to be applied as Available Principal Amounts on that Interest Payment Date and excluding any Excess Collections Amounts);

(c) any amounts received by the Issuer under the Swap Agreement or any replacement Swap Agreement on the relevant Payment Date (excluding any Swap Excluded Amounts and any Swap Termination Payment received by the Issuer from the Swap Counterparty to the extent utilised to acquire, at any time, a replacement swap);

(d) any amount standing to the credit of the Reserve Fund Ledger;

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

(f) Shortfall Diversion Amounts.

"**Back-Up Servicer**" means a back-up servicer appointed pursuant to a Back-Up Servicing Agreement following the occurrence of a Servicer Termination Event.

"**Back-Up Servicer Fee**" means the fee to be paid by the Issuer to the Back-Up Servicer (if and once appointed) following its taking over the services of the Servicer, on each Payment Date according to the applicable Priority of Payments and in such amount as may be agreed between the Issuer, the Issuer Security Trustee and the Back-Up Servicer pursuant to the terms of the Back-Up Servicing Agreement.

"**Back-Up Servicing Agreement**" means the back-up servicing agreement entered into with a Back-Up Servicer following the occurrence of a Servicer Termination Event between, among others, the Issuer, the Issuer Security Trustee, the Servicer and the Back-Up Servicer pursuant to which the Back-Up Servicer will be instructed to act as Back-Up Servicer and to carry out certain management, collection and recovery activities in relation to the Receivables.

"**Back-Up Swap Counterparty**" means Coöperatieve Rabobank U.A. and any successor or assignee, for the time being acting in its capacity as back-up swap counterparty pursuant to the Conditional Deed of Novation.

"**Bank Account Agreement**" means the agreement entered into on or prior to the Closing Date between, *inter alios*, the Issuer and the Account Bank, under which the Account Bank will provide the Issuer with certain banking functions including the establishment and operation of the Transaction Account.

"**Bank Accounts**" means the Transaction Account and any Additional Account opened with the Account Bank.

"**Basic Terms Modification**" means any proposal:

(a) to change any date fixed for payment of principal or interest in respect of the Notes of any Class, to change the amount of principal or interest due on any date in

respect of the Notes of any Class or to alter the method of calculating the amount of any payment in respect of the Notes of any Class on redemption or maturity;

(b) (except in accordance with Clause 25 (*Substitution*) of the Trust Deed) to approve or implement an exchange, conversion or substitution of the Notes of any Class for, or the conversion of such Notes into, shares, bonds or other obligations or securities of the Issuer or any other person or body corporate formed or to be formed;

(c) to change the currency in which amounts due in respect of the Notes are payable;

(d) (other than any new fee arrangement upon replacement of any Transaction Party) to amend any of the Priorities of Payments;

(e) to change the quorum required at any Meeting or the majority required to pass an Extraordinary Resolution; or

(f) to amend the definition of Basic Terms Modification.

Solely for the purposes of Condition 11.9(10), a Basic Terms Modification in respect of any Notes of any Class shall exclude any change to any date fixed for payment of principal or interest in respect of the Notes of any Class, to change the amount of principal or interest due on any date in respect of the Notes payable on any date in respect of the Notes, to alter the method of calculating the amount of any payment in respect of the Notes of any Class on redemption or maturity.

"**Benchmark Rate Modification**"	has the meaning given to that term in Condition 11.9(10).
"**Benchmark Rate Modification Certificate**"	has the meaning given to that term in Condition 11.9(10).
"**Benchmark Regulation**"	means the Benchmark Regulation (Regulation (EU) 2016/1011).
"**BofA Merrill Lynch**"	means Merrill Lynch International.
"**Business Day**"	means a day (other than a Saturday or a Sunday) on which banks are open for general business in London (United Kingdom), Amsterdam (Netherlands) and Dublin (Ireland).
"**Calculated Principal Collections**"	means, in respect of a Determination Period: (A) 1 minus the Revenue Determination Ratio; multiplied by (B) all Collections received by the Issuer during such Determination Period.
"**Calculated Revenue Collections**"	means, in respect of a Determination Period: (A) the Revenue Determination Ratio; multiplied by (B) all Collections received by the Issuer during such Determination Period.
"**Calculation Date**"	means the 3rd Business Day prior to each Payment Date or, if such day is not a Business Day, the immediately preceding Business

	Day. The first Calculation Date will be the Calculation Date falling in May 2019.
"**Cash Management Agreement**"	means the agreement entered into on the Closing Date between the Issuer, the Cash Manager, the Seller and the Issuer Security Trustee, governing the provision of certain cash management and bank account and ledger operation services to the Issuer in respect of the Portfolio and the Notes.
"**Cash Management Fee**"	means the agreed fee payable by the Issuer to the Cash Manager in respect of the services to be provided pursuant to the Cash Management Agreement.
"**Cash Manager**"	means Intertrust Administrative Services B.V., appointed pursuant to the Cash Management Agreement.
"**CCA**"	means the Consumer Credit Act 1974 as amended by the Consumer Credit Act 2006 and associated secondary legislation.
"**Class**" or "**Class of Notes**"	means the Class A Notes and/or the Class B Note, as applicable.
"**Class A Noteholders**"	means the Noteholders in respect of the Class A Notes.
"**Class A Notes**"	means the £306,000,000 class A floating rate Notes due March 2028.
"**Class A Notes Interest Amount**"	has the meaning given in Condition 4.4 (Determination of Rate of Interest and Interest Amounts).
"**Class A Notes Interest Rate**"	has the meaning given in Condition 4.3 (Rate of Interest).
"**Class A Principal Deficiency Ledger**"	means the ledger of such name created and maintained by the Cash Manager in accordance with the Cash Management Agreement.
"**Class B Noteholder**"	means the Noteholder in respect of the Class B Note.
"**Class B Note**"	means the £43,714,000 class B fixed rate note due March 2028.
"**Class B Note Interest Amount**"	has the meaning given in Condition 4.4 (Determination of Rate of Interest and Interest Amounts).
"**Class B Note Interest Rate**"	has the meaning given in Condition 4.3 (Rate of Interest).
"**Class B Principal Deficiency Ledger**"	means the ledger of such name created and maintained by the Cash Manager in accordance with the Cash Management Agreement.
"**Clean-up Call**"	has the meaning given to the term in clause 7.5 (*Optional Redemption*) of the Receivables Purchase Agreement.
"**Cleared Notes**"	means the Class A Notes.
"**Clearing Systems**"	means Clearstream, Luxembourg and Euroclear.
"**Clearstream, Luxembourg**"	means the Clearstream clearance system for internationally traded securities operated by Clearstream Banking S.A. and any successor thereto.

"**Closing Date**"	means 27 March 2019.
"Collection Account Declaration of Trust"	means the trust declared on or about the Closing Date by the Seller in favour of the Issuer and itself over the aggregate amount standing to the credit of the Seller Collection Accounts.
"**Collections**"	means, collectively, Revenue Collections and Principal Collections.
"**Collections Reconciliation Amount**"	means, in respect of a Monthly Collection Period, an amount payable to the Issuer under the Servicing Agreement equal to the absolute value of the excess (if any) of: (A) the Actual Collections for such Monthly Collection Period; over (B) the Scheduled Collections for such Monthly Collection Period.
"**Company Group**"	means all companies which are either directly or indirectly held by the same holding company.
"Compensation Amount"	means the amount, calculated by the Servicer in accordance with the Servicing Agreement, payable by the Seller to compensate the Issuer for any loss suffered by the Issuer as a result of any Receivable or the related Underlying Agreement (or part thereof) being determined illegal, invalid, non-binding or unenforceable under the FSMA, the CCA or any other applicable UK consumer protection legislation, or subject to a right to cancel or a right to withdraw under the CCA or any other applicable UK consumer protection legislation, such loss to be calculated as being the amount which the Issuer should have received under such Receivable had the relevant Receivable or Underlying Agreement not been so determined and on the assumption that all scheduled amounts under the Receivable and Underlying Agreement would have been paid on a timely basis in full by the Obligor (and disregarding any consideration as to the credit worthiness of the Obligor) and including any amounts that would have accrued to the Issuer from the date on which such determination is made.
"**CONC**"	means the FCA's Consumer Credit sourcebook.
"**Conditional Deed of Novation"**	means the conditional deed of novation between the Issuer, the Issuer Security Trustee, the Swap Counterparty and the Back-Up Swap Counterparty dated the Closing Date.
"**Conditions**"	means the terms and conditions of the Notes (which terms and conditions are set out in the Trust Deed).
"**Contract Hire Agreement**"	means a fixed or minimum term operating or finance lease agreement entered into between an Obligor and the Originator from which any Purchased Receivable derives, and under which the Obligor has no option to purchase the related Equipment, as such agreement may be amended, varied and/or supplemented from time to time.
"**Corporate Services Agreement**"	means the agreement entered into on or before the Closing Date between the Issuer, the Corporate Services Provider and the Issuer Security Trustee, pursuant to which the Corporate Services

	Provider will provide the Issuer with certain corporate and administrative functions.
"**Corporate Services Provider**"	means Intertrust Management Limited a company incorporated in England and Wales with limited liability (registered number 3853947), and having its registered office at 35 Great St. Helen's, London EC3A 6AP.
"**Corporate Warranties**"	means the representations and warranties referred to in Clause 6.1 (*Corporate Warranties*) of the Receivables Purchase Agreement.
"**Credit, Collection and Recovery Procedures**"	means the credit, collection and recovery (C&R) policies and procedures of DLL used by the Seller from time to time and as may be amended by the Seller from time to time in its discretion.
"**Credit Policy**"	means the origination and credit guidelines as set out in the DLL Risk Appetite Statement, DLL Corporate Credit Risk Management Policy and DLL Risk Acceptance Criteria (RACs) used by the Seller from time to time, and as each may from time to time be amended by the Seller in accordance with the Servicing Agreement.
"**CRR Amendment Regulation**"	means Regulation (EU) 2017/2401.
"**Cut-Off Date**"	means 28 February 2019.
"**Data Protection Laws**"	means: all law relating to data protection, privacy or the processing of personal data, including, but not limited to: (a) the EU Regulation 2016/679 (the General Data Protection Regulation); (b) any applicable national implementing laws and/or regulations, including the Data Protection Act 2018; and (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003.
"**Dealer**"	means each dealer in respect of Equipment which introduces an Obligor to the Seller.
"**Decryption Key**"	means the decryption key referred to in clause 2.5 (*Data File*) of the Receivables Purchase Agreement.
"**Deed of Charge Accession Undertaking**"	means an accession undertaking in relation to the Issuer Deed of Charge substantially in the form set out therein.
"**Defaulted Receivables**"	means a Purchased Receivable, at any time: (a) (i) where the Obligor is in arrears with respect to payments due under the Underlying Agreement by more than 90 days of the scheduled payment due date; or (ii) in respect of which the Seller or Servicer (on behalf of the Issuer), as the case may be, receives written (and verifiable) information that the Obligor has entered into insolvency proceedings; or (iii) which is deemed incapable of being paid in full as determined by the Servicer in accordance with its Credit, Collection and

Recovery Procedures; and

(b) which has been written off in accordance with its Credit, Collection and Recovery Procedures.

"**Deferred Consideration**"	means on any Payment Date: (a) with respect to the Pre-Enforcement Revenue Priority of Payments the remaining amount of the Available Revenue Amounts after payment of the amounts (i) to (xv) (inclusive); and (b) with respect to the Post-Enforcement Priority of Payments, the amount remaining available for application in accordance therewith after payment of the amounts (i) to (xiv) (inclusive).
"**Definitive Notes**"	means the Global Notes in definitive form.
"**Determination Period**"	means a Monthly Collection Period in respect of which the Cash Manager does not receive the Investor Report Data from the Servicer in accordance with the Servicing Agreement.
"**DLL**"	means De Lage Landen Leasing Limited, a company incorporated in England and Wales under registered number 02380043 having its registered office at Building 7, Croxley Park, Watford, Hertfordshire WD18 8YN, United Kingdom.
"**DLL Group**"	means DLL and any other company whose share capital is at least 50% owned directly or indirectly by DLL.
"**Draft Investor Report**"	means a report prepared by the Cash Manager based on the Investor Report Data received from the Servicer and comprising information on Collections and the realisation proceeds and submitted in accordance with the Servicing Agreement.
"**Eligibility Criteria**"	means the Eligibility Criteria in respect of the Portfolio set out in Appendix 2 (*Eligibility Criteria*) of the Receivables Purchase Agreement.
"**Eligible Bank**"	means a bank or credit institution that is an Authorised Entity.
"**Encumbrance**"	means any mortgage, charge (whether legal or equitable or otherwise), pledge, lien, hypothecation or other encumbrance or other security interest securing any obligation of any person or any other type of agreement, trust or arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect but, for the avoidance of doubt shall not include: (a) a right of counterclaim; or (b) a right of set-off or analogous rights arising by contract or operation of law not constituting a mortgage, charge or other encumbrance under applicable law.
"**Enforcement Event**"	means the giving of a Note Acceleration Notice by the Note Trustee to the Issuer following the occurrence of an Issuer Event of Default.
"**Enforcement Recoveries**"	means the proceeds of enforcement in respect of an Underlying Agreement.
"**Equipment**"	means, in respect of each Purchased Receivable, the equipment to which the Underlying Agreement relates, each item of which is used by the Obligor for business purposes.

"**Equipment Declaration of Trust**"	means a declaration of trust by the Seller in favour of the Issuer in the form set out in Schedule 6 (*Form of Equipment Declaration of Trust)* to the Receivables Purchase Agreement.
"**Equipment Realisation Proceeds**"	means the proceeds resulting from the realisation (sale or other disposal) of Equipment less any realisation costs incurred in connection with such realisation and any other proceeds, if any, substituting such Equipment (but not already calculated as a Collection).
"**Equipment Trust**"	means the trust declared by the Seller pursuant to an Equipment Declaration of Trust.
"**Equipment Trust Property**"	has the meaning given to it in an Equipment Declaration of Trust.
"EU Risk Retention, Due Diligence and Transparency Requirements"	means the risk retention, transparency and due diligence requirements contained in Article 5 et seqq. of the Securitisation Regulation.
"**Euroclear**"	means Euroclear Bank S.A./N.V. as operator of the Euroclear System and any successor thereto.
"**Euronext Dublin**"	means Irish Stock Exchange plc, trading as Euronext Dublin.
"**Eurosystem**"	comprises the European Central Bank and the national central banks of those countries that have adopted the euro.
"**Excess Collections Amount**"	means, in respect of a Monthly Collection Period, an amount payable to the Servicer on the immediately following Payment Date equal to the absolute value of the excess (if any) of: (a) the Scheduled Collections for such Monthly Collection Period which have been paid to the Transaction Account; over (b) the Actual Collections for such Monthly Collection Period.
"Excluded Amounts"	means all payments or other amounts attributable to Excluded Rights or the VAT Component.
"**Excluded Rights"**	means: (a) any sums representing insurance premiums and/or asset waiver protection payable by the Obligor in respect of the Equipment and any fees or expenses payable to DLL in connection with the same; (b) without limitation, the right of ownership of the Equipment, the right to proceeds received from an Obligor's exercise of an option to purchase Equipment pursuant to a Hire Purchase Agreement and any Equipment Realisation Proceeds that are not Underlying Agreement Equipment Realisation Proceeds; (c) any sums representing support or maintenance charges payable by the Obligor in respect of the Equipment and collected by DLL on behalf of third parties; (d) any delivery charges payable by the Obligor in respect of Equipment;

(e) any excess usage charges payable by the Obligor in respect of Equipment;

(f) in the case of each Hire Purchase Agreement, any option to purchase fees payable by the Obligor;

(g) any Sundry Servicer Fees;

(h) any rights in respect of Secondary Rental Payments;

(i) any sums representing VAT payable by the Obligor for the account of HMRC; and

(j) any amount constituting an Excluded Right pursuant to the proviso set out in the definition of Ancillary Rights.

"**Extraordinary Resolution**" has the meaning given to it in Schedule 3 (*Provisions for Meetings of Noteholders*) of the Trust Deed.

"**FATCA**" means Sections 1471 through 1474 of the United States Internal Revenue Code of 1986, as amended (or any regulations or agreements thereunder or official interpretations thereof) or any intergovernmental agreement between the United States and another jurisdiction entered into in connection with the implementation thereof (or any law implementing such an intergovernmental agreement).

"**FCA**" means the Financial Conduct Authority.

"**Final Discharge Date**" means the date on which the Issuer Security Trustee notifies the Issuer and the Issuer Secured Creditors that it is satisfied that all the Issuer Secured Liabilities have been paid or discharged in full.

"**Final Maturity Date**" means the Payment Date falling in March 2028.

"Fitch" means Fitch Ratings Limited, and includes any successor to its rating business.

"Fitch Minimum Counterparty Rating" means, for each of the Back-Up Swap Counterparty and the Account Bank, a rating of: (x) "A" with respect to the long-term rating of such entity; or (y) "F1" with respect to the short-term issuer default rating of such entity.

"**Floating Rate Notes**" means the Class A Notes.

"**FSMA**" means the Financial Services and Markets Act 2000.

"**Global Note**" means the global note in registered form issued in respect of the Class A Notes.

"**Gross Loss**" means, in respect of a Defaulted Receivable, the Principal Balance of such Purchased Receivable (determined at the point at which such Purchased Receivable became a Defaulted Receivable).

"**Hire Purchase Agreement**" means a hire agreement entered into between an Obligor and the Originator from which any Purchased Receivable derives, and under which the Obligor has the option to purchase the related

Equipment for a nominal sum at the end of the hire period, as such agreement may be amended, varied and/or supplemented from time to time.

"**HMRC**" means HM Revenue & Customs.

"**Holdings**" means DLL UK Equipment Finance Holdings Limited, a company incorporated with limited liability under the laws of England and Wales with registered number 11630625.

"Initial Available Revenue" means, on each Calculation Date, the amount standing to the credit of the Revenue Ledger as at the end of the preceding Monthly Collection Period.

"**Insolvency Act**" means the Insolvency Act 1986, as amended.

"**Insolvency Event**" means in respect of a relevant entity (each a "**Relevant Entity**"):

(a) an order is made or an effective resolution passed for the winding up of the Relevant Entity, except a winding-up for the purposes of or pursuant to an amalgamation or reconstruction the terms of which have previously been approved by the Note Trustee (in the case of the Issuer), or as the case may be, the Issuer Security Trustee in writing or (in the case of the Issuer) by the Noteholders by Extraordinary Resolution in accordance with the provisions of Schedule 3 (*Provisions for Meetings of Noteholders*) of the Trust Deed; or

(b) the Relevant Entity, otherwise than for the purposes of such amalgamation or reconstruction as is referred to in paragraph (a) above, ceases or through an authorised action of its board of directors, threatens to cease to carry on all or substantially all of its business or admits its inability to pay debts as they fall due or is unable to pay its debts within the meaning of Section 123(1) of the Insolvency Act (other than, except in the case of the Issuer, subsection 123(1)(a)) or 123(2) of the Insolvency Act or, where applicable, Section 222 to 224 of the Insolvency Act; or

(c) proceedings, corporate action or other steps shall be initiated against the Relevant Entity under any applicable liquidation, insolvency, bankruptcy, composition, reorganisation or other similar laws (including, but not limited to, presentation of a petition for an administration order, the filing of documents with the court for the appointment of an administrator, the service of a notice of intention to appoint an administrator or the taking of any steps to appoint an administrator) and (except in the case of presentation of a petition for an administration order, the filing of documents with the court for the appointment of an administrator, the service of a notice of intention to appoint an administrator or the taking of any steps to appoint an administrator) such proceedings are not

being disputed in good faith with a reasonable prospect of discontinuing or discharging the same or an administration order shall be granted or the appointment of an administrator takes effect or an administrative receiver or other receiver, liquidator, trustee in sequestration or other similar official shall be appointed in relation to the Relevant Entity or in relation to the whole or any substantial part of the undertaking or assets of the Relevant Entity, or an encumbrancer (other than the Issuer, the Issuer Security Trustee or the Note Trustee) shall take possession of the whole or any substantial part of the undertaking or assets of the Relevant Entity, or a distress, execution or diligence or other process shall be levied or enforced upon or sued out against the whole or any substantial part of the undertaking or assets of the Relevant Entity and such possession or process (as the case may be) shall not be discharged or otherwise ceases to apply within thirty days of its commencement, or the Relevant Entity (or its directors or shareholders) initiates or consents to judicial proceedings relating to itself under applicable liquidation, insolvency, bankruptcy, composition, reorganisation or other similar laws or makes a conveyance or assignment for the benefit of its creditors generally or takes steps with a view to obtaining a moratorium in respect of any indebtedness; or

(d) any event occurs which, under English law or any applicable law, has an analogous effect to any of the events referred to in paragraphs (a), (b) or (c) above.

"**Insolvency Official**" means a liquidator, administrator, receiver or similar such official appointed with respect to DLL or the Issuer, as applicable.

"**Insolvency Regulation**" means Regulation (EU) No. 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast).

"**Interest Amount**" means the Class A Notes Interest Amount and/or the Class B Note Interest Amount, as applicable.

"**Interest Period**" means the period from and including the Closing Date to but excluding the first Payment Date and each successive period from and including a Payment Date to but excluding the next succeeding Payment Date.

"**Interest Rate**" means the Class A Notes Interest Rate and/or the Class B Note Interest Rate, as applicable.

"**Interest Residual Amount**" means, with respect to any Payment Date, the amount (if any) by which the amount available to the Issuer to apply on such Payment Date pursuant for the Pre-Enforcement Revenue Priority of Payments is not sufficient to satisfy in full the aggregate amount of interest (including amounts previously deferred under Condition 15.1 and accrued interest thereon) due on any class of Notes, other than the Most Senior Class Outstanding on such Payment Date.

"**Interest Shortfall**"	means on each Calculation Date, the amount by which the Initial Available Revenue for the immediately following Payment Date is insufficient to provide for payment of interest on any Class of Rated Notes.
"**Interest Shortfall Ledger**"	means the ledger of such name created and maintained by the Cash Manager on the Transaction Account.
"**Investment Company Act**"	means the United States Investment Company Act of 1940, as amended.
"**Investor Report**"	means a monthly report in respect of the Portfolio and in the Bank of England format substantially in the form set out in Schedule 3 (*Form of Investor Report*) of the Servicing Agreement.
"**Investor Report Data**"	means the information and data which the Servicer agrees to provide to the Cash Manager pursuant to the Servicing Agreement to enable the Cash Manager to prepare the Draft Investor Report.
"**ISDA**"	means the International Swaps and Derivatives Association Inc.
"**Issuer**"	means DLL UK Equipment Finance 2019-1 plc, a company incorporated with limited liability under the laws of England and Wales with registered number 11630712.
"**Issuer Charged Assets**"	means all of the property, assets and undertakings of the Issuer the subject of any security created by or pursuant to the Issuer Deed of Charge.
"**Issuer Charged Documents**"	means the Transaction Documents to which the Issuer is a party and all other contracts, documents, agreements and deeds to which it is, or may become, a party (other than the Issuer Deed of Charge, an Equipment Declaration of Trust, a Scottish Supplemental Charge and the Trust Deed).
"**Issuer Deed of Charge**"	means the deed of charge and assignment dated the Closing Date and made between, among others, the Issuer and the Issuer Security Trustee.
"**Issuer Event of Default**"	means any of the following events: (a) an Insolvency Event occurs with respect to the Issuer; or (b) the Issuer defaults in the payment of any interest or principal in respect of the Most Senior Class Outstanding when the same becomes due and payable, and such default continues for a period of ten (10) Business Days; or (c) the Issuer fails to perform or observe any of its other obligations under the Conditions or any Transaction Document to which it is a party (excluding, for the avoidance of doubt, its obligations to make payments of principal or interest on the Notes) and such default is, in the opinion of the Note Trustee, to be certified in writing, materially prejudicial to the interests of the Noteholders of the Most Senior Class Outstanding and

is either: (i) in the opinion of the Note Trustee, incapable of remedy; or (ii) in the opinion of the Note Trustee, capable of remedy, but remains unremedied for a period of thirty (30) days or such longer period as the Note Trustee may agree after the Note Trustee has given written notice of such default to the Issuer; or

(d) the Issuer Security Trustee, on behalf of the Issuer Secured Creditors, fails or ceases to have a valid and perfected first priority charge, security interest or pledge in the Issuer Charged Assets or purported Issuer Charged Assets or there shall exist any adverse claims on such Issuer Charged Assets other than to the extent permitted by the Transaction Documents; or

(e) except as otherwise expressly permitted by the Transaction Documents, any Transaction Document ceases, for any reason, to be in full force and effect; or

(f) it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes or the Transaction Documents.

"**Issuer Potential Event of Default**" means any event which with the giving of notice, lapse of time, making of any determination or any combination thereof would constitute an Issuer Event of Default.

"**Issuer Power of Attorney**" means the power of attorney entered into by the Issuer on or about the Closing Date pursuant to the Deed of Charge.

"**Issuer Secured Creditors**" means the Note Trustee and any Appointee thereof, the Issuer Security Trustee and any Appointee thereof, the Noteholders, the Servicer, the Back-Up Servicer, the Swap Counterparty, the Back-Up Swap Counterparty, the Account Bank, the Cash Manager, each Paying Agent, the Registrar, the Corporate Services Provider and any Receiver appointed by the Issuer Security Trustee under the Issuer Deed of Charge and any other entity that accedes to the Issuer Deed of Charge from time to time in such capacity.

"**Issuer Secured Liabilities**" means any and all monies, obligations and liabilities and all other amounts due, owing, payable or owed by the Issuer to the Issuer Secured Creditors under the Notes and/or the Transaction Documents and references to Issuer Secured Liabilities includes references to any of them.

"**Issuer Security**" means the security created in favour of the Issuer Security Trustee pursuant to the Issuer Deed of Charge.

"**Issuer Security Trustee**" means Intertrust Trustees Limited, appointed pursuant to the Issuer Deed of Charge.

"**Joint Arrangers**" means Merrill Lynch International and Coöperatieve Rabobank U.A. and "Joint Arranger" means any one of them.

"Law" means any law (including common law), constitution, statute, treaty, regulation, directive, rule (including, for the avoidance of doubt, rules of the FCA and PRA (or any successor regulatory authorities)), ordinance, order, injunction, writ, decree or award of any governmental authority or body.

"**Lease Agreement**"	means a fixed or minimum term operating or finance lease agreement entered into between an Obligor and the Originator from which any Purchased Receivable derives, and under which the Obligor has no option to purchase the related Equipment, as such agreement may be amended, varied and/or supplemented from time to time.
"**Liability**"	means any losses, damages, costs, charges, claims, demands, expenses, judgments, decrees, actions, proceeding or other liability whatsoever (including, without limitation in respect of taxes, duties, levies, imposts and other charges (other than taxes in respect of net income or profit)) and including any VAT or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis.
"**LIBOR**"	has the meaning given in Condition 4.3 (Rate of Interest).
"**LIBOR Determination Date**"	has the meaning given in Condition 4.3 (Rate of Interest).
"**LIBOR Screen Rate**"	has the meaning given in Condition 4.3 (Rate of Interest).
"**LIBOR Trigger Event**"	means an event that will occur if at any time the administrator of LIBOR announces that it will cease to publish LIBOR permanently or indefinitely after 31 December 2021 (in circumstances where no successor administrator has been appointed that will continue publication of LIBOR after 31 December 2021).
"**Loan Interest Period**"	means, in respect of the Subordinated Loan, the period from and including the Closing Date to but excluding the first Payment Date and each successive period from and including a Payment Date to but excluding the next succeeding Payment Date.
"**Master Definitions and Framework Agreement**"	means the master definitions and framework agreement entered into on the Closing Date between, *inter alios*, the Issuer, the Paying Agents, the Issuer Security Trustee and the Note Trustee.
"**Material Adverse Effect**"	means with respect to any person or entity, a material adverse effect on: (a) the business, operations, property, condition (financial or otherwise) or prospects of such person or entity and, in the case of DLL, the Receivables (including, without limitation, to the origination or servicing of the Receivables); (b) the ability of such person or entity to perform its obligations under any Transaction Document to which it is a party or any of the rights or remedies of any other party to such Transaction Document; or (c) the validity or enforceability of any Transaction Document to which it is a party.
"**Member State**"	means, as the context may require, a member state of the European Union or of the European Economic Area.
"**MiFID II**"	means Directive 2014/65/EU of the European Parliament and of the Council with regard to safeguarding of financial instruments and funds belonging to clients, product governance obligations and the rules applicable to the provision or reception of fees, commissions or any monetary or non-monetary benefits.
"**Minimum Required Ratings**"	means:

(a) with respect to the Fitch, the Fitch Minimum Counterparty Rating; and

(b) with respect to S&P Global, the S&P Global Minimum Counterparty Rating.

"**Modification**"	has the meaning given to that term in Condition 11.9.
"**Modification Certificate**"	has the meaning given to that term in Condition 11.9.
"**Modification Noteholder Notice**"	has the meaning given to that term in Condition 11.9.
"**Modification Record Date**"	has the meaning given to that term in Condition 11.9.
"**Monthly Collection Period**"	means, in the case of the first Monthly Collection Period, the period from and including the Cut-Off Date to the end of the calendar month immediately preceding the first Payment Date, and then the period commencing on and including the first day of a calendar month and ending on (but excluding) the first day of the next calendar month.
"**Most Senior Class Outstanding**"	means the Class A Notes while they remain outstanding and thereafter the Class B Note while it remains outstanding.
"**Note Acceleration Notice**"	means a notice given to the Issuer by the Note Trustee stating that all Classes of Notes are immediately due and payable following an Issuer Event of Default.
"Note Rate Maintenance Adjustment"	has the meaning given to that term in Condition 11.9(12)(E) (*Meetings of Noteholders, Modification and Waiver*).
"**Note Trustee**"	means Intertrust Trustees Limited, appointed pursuant to the Trust Deed.
"**Noteholders**"	means the person in whose name such Note is registered at that time in the Register or, in the case of a joint holding, the first named person; provided that, so long as the Class A Notes are represented by a Global Note, the term "**Noteholder**" or "**Holder**" will include the persons for the time being (other than the Clearing Systems themselves) set out in the records of the Clearing Systems as the holder of a particular Principal Amount Outstanding (as defined in Condition 6.4 (*Principal Amount Outstanding*)) of the Notes of any class (in which regard any certificate or other document issued by Clearstream, Luxembourg or Euroclear as to the Principal Amount Outstanding of the Notes standing to the account of any person shall be conclusive and binding for all purposes) and such person shall be treated by the Issuer, the Note Trustee, the Issuer Security Trustee and all other persons as the holder of such Principal Amount Outstanding of such Notes for all purposes, other than for the purpose of payments in respect thereof, the right to which shall be vested, as against the Issuer, the Note Trustee, the Issuer Security Trustee and all other persons, solely in the person in whose name the relevant Global Note is registered in accordance with and subject to the terms of the Global Note and

	the Trust Deed and for which purpose "**Noteholder**" and "**Noteholders**" and related expressions shall (where appropriate) be construed accordingly.
"**Notes**"	means the Class A Notes and the Class B Note.
"**NSS**" or "**New Safekeeping Structure**"	means a structure where a Global Note which is registered in the name of the Common Safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg and/or the relevant clearing system and the relevant Global Note will be deposited on or about the issue date with the Common Safekeeper for Euroclear and/or Clearstream, Luxembourg.
"**Obligor**"	means a client of the Seller who has entered into one or more Underlying Agreements with the Seller.
"**Obligor Notification Event**"	means the occurrence of: (a) a Servicer Termination Event; and/or (b) an Issuer Event of Default.
"**Official List**"	means the Official List of Euronext Dublin.
"**Ombudsman**"	means the Financial Ombudsman Service.
"**Operating Ledger**"	means the ledger to which all Available Distribution Amounts will be credited and applied in accordance with the relevant Priority of Payments.
"**Ordinary Resolution**"	has the meaning given to it in Schedule 3 (*Provisions for Meetings of Noteholders*) of the Trust Deed.
"**Originator**"	means DLL.
"**outstanding**"	means in relation to the Notes all the Notes issued other than: (a) those Notes which have been redeemed in full and cancelled pursuant to these presents; (b) those Notes in respect of which the date for redemption in accordance with the Conditions has occurred and the redemption moneys (including all interest payable thereon) have been duly paid to the Note Trustee or to the Principal Paying Agent in the manner provided in the Agency Agreement (and where appropriate notice to that effect has been given to the relevant Noteholders in accordance with the Conditions) and remain available for payment against presentation of the relevant Notes; (c) those Notes which have become void under Condition 8 (*Prescription*); (d) those mutilated or defaced Notes which have been surrendered and cancelled and in respect of which replacements have been issued pursuant to Condition 13 (*Replacement of Global Note*);

(e) (for the purpose only of ascertaining the Principal Amount Outstanding of the Notes outstanding and without prejudice to the status for any other purpose of the relevant Notes) those Notes which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued pursuant to Condition 13 (*Replacement of Global Note*); and

(f) any Global Note to the extent that it has been exchanged for another Global Note in respect of the Notes of the relevant class or for the Notes of the relevant class in definitive form pursuant to its provisions;

provided that for each of the following purposes, namely:

(i) the right to attend and vote at any meeting of the Noteholders of any class or classes, an Extraordinary Resolution in writing or an Ordinary Resolution in writing as envisaged by paragraph 1 of Schedule 3 of the Trust Deed and any direction or request by the holders of Notes of any class or classes;

(ii) the determination of how many and which Notes are for the time being outstanding for the purposes of Clause 9.1 of the Trust Deed, Conditions 9 (*Issuer Events of Default*), 10 (*Enforcement*) and 11 (*Meetings of Noteholders, Modification and Waiver*) and paragraphs 4 and 5 of Schedule 3 of the Trust Deed;

(iii) any right, discretion, power or authority (whether contained in these presents, any other Transaction Document or vested by operation of law) which the Note Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the Noteholders or any class or classes thereof (including, for the avoidance of doubt the determination by the Note Trustee whether any event, circumstance, matter or thing is, in its opinion, materially prejudicial to the interests of the Noteholders or any class or classes thereof),

those Notes (if any) which are for the time being held by or on behalf of or for the benefit of the Issuer or the Seller or any holding company of either of them or any other Subsidiary of such holding company, in each case as beneficial owner, shall (unless and until ceasing to be so held) be deemed not to remain outstanding, except, in the case of the Issuer or the Seller or any holding company of either of them or any other Subsidiary of such holding company (the "**Relevant Persons**") where all of the Notes of any class are held by or on behalf of or for the benefit of one or more Relevant Persons, in which case such class of Notes (the "**Relevant Class of Notes**") shall be deemed to remain outstanding except that, if there is any other class of Notes ranking pari passu with, or junior to, the Relevant Class of Notes and one or more Relevant Persons are not the beneficial owners of all the Notes of

	such class, then the Relevant Class of Notes shall be deemed not to remain outstanding.
"**Paying Agents**"	means the institutions (including, where the context permits, the Principal Paying Agent) at their respective specified offices initially appointed as paying agents in relation to the Notes by the Issuer pursuant to the Agency Agreement and/or, if applicable, any successor paying agents at their respective specified offices.
"**Payment Date**"	means each 25th calendar day of a month or, in the event such day is not a Business Day, then the next following Business Day, unless that day falls in the next calendar month, in which case the date will be the first preceding day that is a Business Day, with the first Payment Date being the Payment Date falling in May 2019.
"**Periodic Payment Terms**"	means the dates or times specified for payments under an Underlying Agreement.
"**Permitted Credit, Collection and Recovery Procedures Variation**"	means, in respect of the Credit, Collection and Recovery Procedures, a change which does not have a Material Adverse Effect.
"**Permitted Encumbrance**"	means: (a) any third party rights arising by operation of law; or (b) any Encumbrance created pursuant to the Transaction Documents.
"**Permitted Exceptions**"	means, amendments, and/or deletions to the following provisions typically contained within each Standard Form Agreement: (a) grace periods applicable to Obligor obligations (including in respect of termination events); (b) rates of default interest; (c) proof of insurance; (d) material adverse change termination events; (e) change of control termination events; and (f) taxation provisions.
"**Permitted Variation**"	means, in respect of an Underlying Agreement, a change to the terms and conditions of that Underlying Agreement which: (a) does not cause the Underlying Agreement to cease to comply with the Eligibility Criteria; (b) would not cause any of the Receivables Warranties to be untrue if given on the effective date of the relevant variation; (c) which is made in compliance with the Servicer Standard of Care; and (d) which is (if subject to the CCA) not subject to a Modifying Agreement (as such term is defined in the CCA) save in respect of any Purchased Receivable which is subject to a Modifying Agreement and is repurchased by the Seller in accordance with clause 7.3 (*Repurchase obligation due to the Purchased Receivables being waived, altered or modified by the Seller*) of the Receivables Purchase Agreement.
"**Person**"	means any person, body corporate, association or partnership and shall include their legal personal representatives, successors and permitted assigns.
"**Portfolio**"	means the portfolio consisting of Receivables purchased (or to be purchased) by the Purchaser from the Seller on the Closing Date.
"**Portfolio Schedule**"	means a schedule describing details of the Portfolio, substantially

	in the form set out in Schedule 2 (*Form of Portfolio Schedule*) to the Receivables Purchase Agreement.
"**Post-Enforcement Priority of Payments**"	means the Post-Enforcement Priority of Payments set out in Clause 7.1 (*Post-Enforcement Period Priority of Payments*) of the Issuer Deed of Charge.
"**PRA**"	means the Prudential Regulation Authority.
"**Pre-Enforcement Principal Priority of Payments**"	means the Pre-Enforcement Principal Priority of Payments as set out in Schedule 4 (*Pre-Enforcement Principal Priority of Payments*) to the Cash Management Agreement.
"**Pre-Enforcement Priority of Payments**"	means the Pre-Enforcement Revenue Priority of Payments or the Pre-Enforcement Principal Priority of Payments, as the case may be.
"**Pre-Enforcement Revenue Priority of Payments**"	means the Pre-Enforcement Revenue Priority of Payments set out in Schedule 3 (*Pre-Enforcement Revenue Priority of Payments*) to the Cash Management Agreement.
"**Principal Amount Outstanding**"	means the amount of a Note on any date, which shall be its original principal amount less the aggregate amount of all principal payments in respect of such Note which have become due and payable and received by the relevant Noteholder since the Closing Date except if and to the extent that any such payment has been improperly withheld or refused.
"**Principal Balance**"	means, on any date of determination, the aggregate sum of all Principal Components that will become due and payable on such date of determination, plus any prior Principal Component due but not yet paid.
"**Principal Collections**"	means an amount determined by the Servicer on a Calculation Date being the aggregate of all repayments or prepayments of principal received by the Issuer in relation to the Purchased Receivables (other than Defaulted Receivables) (including, where applicable, as a result of any enforcement thereof and any recoveries which represent principal received by the Issuer upon a purchase or a repurchase of any Purchased Receivables in the Portfolio by the Seller in accordance with the terms of the Receivables Purchase Agreement) or the payment of a Compensation Amount or the payment of an indemnity amount in the case of a Receivable which has never existed) in respect of the Monthly Collection Period ending on or immediately prior to such Calculation Date, excluding any Excluded Amounts.
"**Principal Component**"	means, with respect to an Underlying Agreement, the principal component payable under such Underlying Agreement, being the part of the rental allocated to cover the purchase price of the relevant Equipment paid to the Vendor, as determined by the Servicer.
"**Principal Deficiency Ledger**"	means the Class A Principal Deficiency Ledger and the Class B Principal Deficiency Ledger.
"**Principal Sub-Ledger**"	means the ledger of such name created for the purpose of recording

	Principal Collections and maintained by the Cash Manager in the Transaction Account.
"**Principal Paying Agent**"	means Deutsche Bank AG, London Branch appointed pursuant to the Agency Agreement.
"**Priority of Payments**"	means the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable.
"**Prospectus Directive**"	means Directive 2003/71/EC, as amended by Directive 2010/73/EU.
"**Purchase Date**"	means the Closing Date.
"**Purchase Price**"	means the amount paid by the Issuer to the Seller on the Closing Date being equal to the Aggregate Receivables Principal Balance of the Receivables comprised in the Portfolio, as calculated per the Cut-Off Date, rounded up to the nearest £1,000.
"**Purchased Receivable**"	means each Receivable purchased by and/or assigned to or held on trust for the Issuer pursuant to the Receivables Purchase Agreement which has neither been paid in full nor repurchased by the Seller pursuant to Clause 7 (*Remedies and Repurchase*) of the Receivables Purchase Agreement.
"**Purchaser**"	means the Issuer.
"**Rabobank**"	means Coöperatieve Rabobank U.A.
"**Rated Notes**"	means the Class A Notes.
"**Rating Agencies**"	means S&P Global and Fitch and "**Rating Agency**" means any one of them.
"**Ratings Confirmation**"	means a confirmation in writing by the relevant Rating Agencies that the then current ratings of the most senior class of Notes will not be downgraded, qualified or withdrawn as a result of the relevant event or matter provided that if: (a) a confirmation or affirmation of rating or other response by a Rating Agency is a condition to any action or step under any Transaction Document; and (b) a written request for such confirmation affirmation or response is delivered to that Rating Agency by any of the Issuer, the Servicer, the Swap Counterparty (in respect of a Ratings Confirmation requested pursuant to the provisions of the Swap Agreement only) and/or the Note Trustee, as applicable (each a "Requesting Party") and one or more of the Rating Agencies (each a "Non-Responsive Rating Agency") indicates that it does not consider such confirmation, affirmation or response necessary in the circumstances, the Requesting Party shall be entitled to disregard the requirement for a confirmation or affirmation of rating or other response by each Non-Responsive Rating Agency which provides such indication and proceed on the basis of the confirmations or affirmations of rating or other responses received by each other Rating Agency or, if all the Rating Agencies indicate that they do not consider such confirmation, affirmation or response necessary in the circumstances, on the basis that such

	confirmation or affirmation of rating or other response by a Rating Agency is not required in the particular circumstances of the request. If a Rating Agency does not respond to a written request for a confirmation or affirmation of rating such non response shall not be interpreted to mean that such Rating Agency has given any deemed confirmation or affirmation of rating or other response in respect of such action or step or any deemed indication that it does not consider such confirmation, affirmation or response necessary in the circumstances, provided that in the event of a non-response from all Rating Agencies, the Requesting Party will be entitled to proceed on the basis that such confirmation or affirmation of rating or other response by a Rating Agency is not required in the particular circumstances of the request.
"**Receivable**"	means any and all claims and rights of the Seller against the Obligor under or in connection with the relevant Underlying Agreements originated by the Seller as sole originator including, for the avoidance of doubt, all payments (including termination payments) due from the Obligor under the relevant Underlying Agreement (including any VAT or related fees and expenses due and payable by the Obligor under the terms of the Underlying Agreement).
"**Receivable Material Adverse Effect**"	means, in respect of a Receivable, any circumstance that would: (i) result in the relevant Receivable failing to comply with the Receivables Warranties; or (ii) have a material adverse effect on the enforceability (or otherwise the rights to repayment) or the value of the relevant Purchased Receivable.
"**Receivables Purchase Agreement**"	means the sale and purchase agreement entered into by the Seller, the Issuer and the Issuer Security Trustee on or about the Closing Date.
"**Receivables Repurchase Notice**"	means the notice to be delivered by the Issuer to the Seller pursuant to Clause 7 (*Remedies and Repurchase*) of the Receivables Purchase Agreement and in substantially similar form to that set out in Schedule 5 (*List of Repurchases of Purchased Receivables*) thereto.
"**Receivables Warranties**"	means the representations and warranties referred to in Clause 6.2 (*Receivables Warranties*) of the Receivables Purchase Agreement.
"**Receiver**"	means any person or persons appointed (and any additional person or persons appointed or substituted) as an administrative receiver, receiver, manager or receiver and manager.
"**Reconciliation Amount**"	means, in respect of any Collection Period: (a) the actual Principal Collections as determined in accordance with the available Investor Reports; less (b) the Calculated Principal Collections in respect of such Calculation Period; plus (c) any Reconciliation Amount not applied in previous Calculation Periods.
"**Records**"	means the Underlying Agreements and all files, microfiches, correspondence, notes of dealing and other documents, books, books of account, registers, records and other information and all computer tapes and discs relating to the Underlying Agreements from which the Receivables derive and relating to the Obligors in respect thereof which are reasonably necessary to evidence,

	administer, collect and enforce the Purchased Receivables.
"**Reference Agent**"	means Deutsche Bank AG, London Branch appointed as reference agent pursuant to the Agency Agreement.
"**Reference Banks**"	means the principal London office of each of three major banks engaged in the London interbank market selected by the Reference Agent, provided that, once a Reference Bank has been selected by the Reference Agent, that Reference Bank shall not be changed unless and until it ceases to be capable of acting as such.
"**Registered Definitive Notes**"	means Definitive Notes in registered form.
"**Register**"	means the register of Noteholders kept by the Registrar and which records the identity of each Noteholder and the number of Notes which each Noteholder owns.
"**Registrar**"	means Deutsche Bank Luxembourg S.A., appointed pursuant to the Agency Agreement.
"**Regulated Underlying Agreement**"	means an Underlying Agreement regulated by the CCA.
"**Relevant Date**"	has the meaning given to it in Condition 8 (*Prescription*).
"**Relevant Margin"**	means 0.83%.
"**Replacement Swap Premium**"	means an amount received by the Issuer from a replacement swap counterparty upon entry by the Issuer into an agreement with such replacement swap provider to replace the Swap Counterparty, which shall (to the extent necessary to make any Swap Termination Payment) be paid directly by the Issuer to the outgoing Swap Counterparty.
"**Repurchase Date**"	means the date on which a Receivable is repurchased by the Seller.
"**Repurchase Price**"	means a cash payment to the Issuer or to such person as the Issuer may direct, in an amount equal to the Principal Balance of the relevant Purchased Receivable as at the Calculation Date immediately preceding the relevant repurchase date, together with any amounts due but unpaid under the Underlying Agreement (other than Excluded Amounts) and all reasonable costs and expenses of the Issuer incurred in connection with such repurchase, provided that, in the case of a Clean-up Call, the Repurchase Price shall be at least equal to the amount required by the Issuer to pay all principal and interest due in respect of the Notes on the relevant Payment Date and any amounts required under the relevant Priority of Payments to be paid in priority or *pari passu* with the Notes outstanding in accordance with the terms and conditions thereof.
"**Required Reserve Amount**"	means an amount equal to: (a) on the Closing Date, £3,060,000; (b) thereafter an amount equal to the product of 1.00 per cent. and the Aggregate Principal Amount Outstanding of the Class A Notes on any Calculation Date subject to a floor of £500,000; and

(c) on the date on which the Aggregate Principal Amount Outstanding of the Class A Notes has been reduced to zero, the Required Reserve Amount shall be equal to zero.

"**Reserve Fund**" means the amount reserved from time to time in the Transaction Account by depositing the Required Reserve Amount into the Transaction Account and crediting the Reserve Fund Ledger in accordance with the Cash Management Agreement.

"**Reserve Fund Ledger**" means the ledger of such name created for the purpose of depositing the Required Reserve Amount and maintained by the Cash Manager in the Transaction Account.

"**Retained Profit Amount**" means, subject to and in accordance with the relevant Priority of Payments, a profit for the Issuer of £83.33 payable on each Payment Date (£1,000 per annum) from which the Issuer will discharge its corporate income or corporation tax liability (if any).

"**Retained Profit Ledger**" means the ledger of such name created and maintained by the Cash Manager on the Transaction Account.

"**Revenue Collections**" means an amount determined by the Servicer on a Calculation Date being the aggregate of:

(a) all payments of interest, fees, breakage costs and other sums not comprising Principal Collections, if any, received by the Issuer in relation to the Purchased Receivables in the Portfolio in respect of the Monthly Collection Period ending immediately prior to such Calculation Date;

(b) any amounts received by the Issuer in respect of any Defaulted Receivables, including all Underlying Agreement Equipment Realisation Proceeds in relation to such Defaulted Receivables; and

(c) any amounts received by the Issuer in respect of Ancillary Rights (including, where applicable, recoveries upon enforcement thereof), and any recoveries received by the Issuer upon a purchase or a repurchase of any Purchased Receivables in the Portfolio by the Seller or the payment of a Compensation Amount or the payment of an indemnity amount in the case of a Receivable which has never existed in accordance with the terms of the Receivables Purchase Agreement, in each case which (i) do not comprise Principal Collections and (ii) are received by the Issuer in the Monthly Collection Period ending immediately prior to such Calculation Date,

but excluding any Excluded Amounts.

"**Revenue Component**" means, with respect to an Underlying Agreement, the interest component payable under such Underlying Agreement as determined by the Servicer.

"**Revenue Determination Ratio**" means, on any Payment Date: (a) the aggregate Revenue Collections calculated in the three preceding Monthly Collection Periods in respect of which all relevant Investor Reports are

	available (or, where there are not at least three such previous Monthly Collection Periods, any such previous Monthly Collection Periods); divided by (b) the aggregate of all Revenue Collections and all Principal Collections calculated in such Investor Reports.
"**Revenue Sub-Ledger**"	means the ledger of such name created and maintained by the Cash Manager in the Transaction Account.
"**S&P Global**"	means S&P Global Ratings Europe Limited, a subsidiary of the McGraw-Hill Companies, Inc. and any successor to the debt rating business thereof.
"**S&P Global Minimum Counterparty Rating**"	means, for each of the Back-Up Swap Counterparty and the Account Bank, a rating of: (x) "A" with respect to the long-term unsecured, unsubordinated and unguaranteed debt obligations of such entity (if the short-term, unsecured and unsubordinated debt obligations of such entity are also rated at least as high as "A-1" by S&P Global); or (y) "A+" by S&P Global with respect to the long-term unsecured, unsubordinated and unguaranteed debt obligations of such entity (if the short-term, unsecured and unsubordinated debt obligations of such entity are not rated, or are below "A-1" by S&P Global).
"**Scheduled Collections**"	means, in respect of a Monthly Collection Period, the amount of Revenue Collections and Principal Collections which are scheduled to be received in respect of the Purchased Receivables during such Monthly Collection Period.
"**Scottish Supplemental Charge**"	means an assignation in security granted by the Issuer in respect of its beneficial interest in an Equipment Declaration of Trust pursuant to clause 3.6 (*Scottish Security*) of the Issuer Deed of Charge.
"**Seasonal Receivable**"	means any Receivable for which the Periodic Payment Terms are determined at the origination date by reference to a harvesting or similar cycle.
"**Secondary Rental Payments**"	means, in respect of minimum term Lease Agreements, any payments received from or on behalf of the relevant Obligor which fell due in respect of the period following the end of the specified minimum term in circumstances where the relevant Obligor retains the Equipment and continues to pay instalments under the Lease Agreement.
"**Securities Act**"	means the U.S. Securities Act of 1933, as amended.
"**Securitisation Regulation**"	means Regulation (EU) No 2017/2402 dated 12 December 2017 and the implementing guidelines published by EBA on 12 December 2018 developed according to Articles 19(2) and 23(3) thereto, laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012.
"**Securitisation Tax Regulations**"	means the Taxation of Securitisation Companies Regulations 2006 (SI 2006/3296), as amended.

"**Security Interest**"	means any mortgage, sub-mortgage, standard security, charge, sub-charge, assignment, assignation in security, pledge, lien, right of set-off or other encumbrance or security interest, as amended.
"**Seller**"	means DLL.
"**Seller Collection Accounts**"	means each bank account in the name of the Seller, into which payments in respect of the Underlying Agreements are be made by the Obligors.
"**Seller Power of Attorney**"	means the power of attorney given by the Seller to the Issuer on or about the Closing Date pursuant to the Receivables Purchase Agreement.
"**Senior Fees Shortfall**"	means, as at any Calculation Date, the amount by which the Initial Available Revenue for the immediately following Payment Date is insufficient to provide for payment of the fees and other payments due and payable under items (i) to (vii) of the Pre-Enforcement Revenue Priority of Payments.
"**Servicer**"	means, as at the Closing Date, DLL.
"**Servicer Fee**"	means the fee (inclusive of VAT) payable by the Issuer to the Servicer on each Payment Date according to the applicable Priority of Payments being, in the case of the initial Servicer, calculated as: (a) 0.20% per annum; divided by (b) 12; multiplied by (c) the Aggregate Receivables Principal Balance as at the commencement of the Monthly Collection Period ending immediately prior to the relevant Payment Date and, in the case of any Back-Up Servicer, such amount as may be agreed between the Issuer, the Issuer Security Trustee (acting as instructed pursuant to the Issuer Deed of Charge) and the Back-Up Servicer pursuant to the terms of the Back-Up Servicing Agreement or replacement Servicing Agreement (as applicable).
"**Servicer Standard of Care**"	means the standard of care described in the Servicing Agreement.
"**Servicer Termination Event**"	means the occurrence of any of the following: (a) the Servicer and/or the Seller fails to pay any amount due under the Servicing Agreement and/or any other Transaction Document on the due date or on demand, if so payable, or to direct the Account Bank in respect of such amount and such failure has continued unremedied for a period of five (5) Business Days; or (b) without prejudice to (a) above the Servicer and/or the Seller: (i) fails to observe or perform any of its covenants and obligations under or pursuant to the Servicing Agreement or any other Transaction Document; or (ii) otherwise breaches any term of the Servicing Agreement or any other Transaction Document to which it is a party, and in each case such failure results in a Material Adverse Effect and continues unremedied for a period of twenty (20) Business Days after the earlier of the Servicer or the Seller (as applicable) becoming aware of such default and written notice of such failure being received by the

Servicer or the Seller (as applicable) from the Issuer or the Issuer Security Trustee (such notice requiring the same to be remedied); or

(c) any representation or warranty of the Servicer and/or the Seller in the Servicing Agreement and/or any other Transaction Document (other than the Receivables Warranties) or in any report provided by the Seller (for so long as the Servicer is DLL) or the Servicer, is false or incorrect and such inaccuracy results in a Material Adverse Effect and, if capable of remedy, is not remedied within ten (10) Business Days of the earlier of the Servicer becoming aware of such default and receipt by the Servicer of a notice from the Issuer or the Issuer Security Trustee requiring the same to be remedied; or

(d) the occurrence of an Insolvency Event in relation to the Servicer and/or the Seller or in relation to any party to which the Servicer has assigned its rights under the Servicing Agreement; or

(e) it becomes unlawful under English law for the Servicer to perform any of its obligations under the Servicing Agreement and such unlawfulness results in a Material Adverse Effect or it becomes unlawful for the Servicer to act as a servicer in the meaning of the CCA.

"**Servicing Agreement**" means the servicing agreement entered into on or around the Closing Date between the Issuer, the Note Trustee, the Issuer Security Trustee and DLL pursuant to which DLL will be instructed to act as Servicer and to carry out certain management, collection and recovery activities in relation to the Receivables.

"**Share Trustee**" means Intertrust Corporate Services Limited, having its registered office at 35 Great St Helen's, London EC3A 6AP.

"**Shortfall Diversion Amounts**" means such amounts of Available Principal Amounts on the relevant Calculation Date if and to the extent required to pay the amount of Senior Fees Shortfall and/or Interest Shortfall on the Class A Notes in the Pre-Enforcement Revenue Priority of Payments on the immediately following Payment Date after application of all other Available Revenue Amounts (excluding paragraph (f) of the definition of Available Revenue Amounts).

"**Standard Form Agreements**" means DLL's standard form agreements which are entered into by the Seller directly with an Obligor, to be appended to the Receivables Purchase Agreement (including any data tape or computer disk containing such agreement).

"**Sterling**" and "**£**" means the lawful currency for the time being of the United Kingdom of Great Britain and Northern Ireland.

"**Sterling Day Count Fraction**" has the meaning given to it in Condition 4.4 (*Determination of Rate of Interest and Interest Amounts*).

"**Sterling LIBOR**" means LIBOR for Sterling deposits.

"**Sterling Swap Collateral Account**" means the Sterling swap collateral account in the name of the Issuer held at the Account Bank following the Closing Date.

"**Subordinated Loan**"	means the loan granted pursuant to the Subordinated Loan Agreement on or before the Closing Date by the Subordinated Loan Provider to the Issuer in an amount of £3,060,000.
"**Subordinated Loan Agreement**"	means the subordinated loan agreement, entered into on or about the Closing Date between the Issuer, the Issuer Security Trustee, the Cash Manager and the Subordinated Loan Provider.
"**Subordinated Loan Provider**"	means DLL in its capacity as Subordinated Loan provider pursuant to the Subordinated Loan Agreement.
"**Subscription Agreement**"	means the subscription agreement dated on or about the date of this Prospectus between the Issuer, the Seller, the Joint Arrangers, the Joint Lead Managers and the Class B Noteholder.
"**Sundry Servicer Fees**"	means any sums representing fees and expenses charged by the Servicer to an Obligor in respect of collection activities (which include, without limitation, annual administrative fees, documentation fees, fees related to changes in an Obligor's method of payment, charges for exceptional or extra services and arrears and recovery fees).
"**Suitable Entity**"	means, an entity which: (i) is located in England and Wales; (ii) is (if applicable) authorised as Back-up Servicer, Issuer Security Trustee or Note Trustee, as the case may be; and (iii) is capable of performing the Back-Up Servicer Role in the case of the Back-Up Servicer, the Issuer Security Trustee Role in the case of the Issuer Security Trustee and the Note Trustee Role in the case of the Note Trustee.
"**Swap Agreement**"	means the swap agreement, consisting of an ISDA master agreement, a schedule, a credit support annex and a confirmation, entered into on or about the Closing Date between the Issuer and the Swap Counterparty.
"**Swap Collateral**"	means, at any time, any asset (including, without limitation, cash and/or securities) which is paid or transferred by the Swap Counterparty to the Issuer as collateral to secure the performance by such Swap Counterparty of its obligations under the Swap Agreement together with any income or distributions received in respect of such asset and any equivalent of such asset into which such asset is transformed.
"**Swap Collateral Account**"	means the Sterling Swap Collateral Account and any Additional Swap Collateral Account, as the context may permit.
"**Swap Counterparty**"	means De Lage Landen Leasing Limited and any successor or assignee, for the time being acting in its capacity as swap counterparty pursuant to the Swap Agreement.
"**Swap Early Termination Event**"	has the meaning given to "Termination Event" and/or "Event of Default" in the Swap Agreement.
"**Swap Excluded Amounts**"	means Swap Collateral (including any interest and other income deriving therefrom), any Tax Credits (as defined in the Swap Agreement) and any Replacement Swap Premiums received by the Issuer from a replacement swap counterparty except to the extent that such premium is not utilised in paying any Swap Termination

	Payment to the outgoing Swap Counterparty.
"**Swap Subordinated Termination Payments**"	means any Swap Termination Payment resulting from a close-out of one or more transactions under the Swap Agreement due to either: (i) the occurrence of an Event of Default (as defined in the Swap Agreement) under such Swap Agreement in respect of which the Swap Counterparty is the Defaulting Party (as such term is defined in the Swap Agreement); or (ii) the occurrence of an Additional Termination Event (as defined in the Swap Agreement) as a result of a downgrade of the Swap Counterparty.
"**Swap Termination Payments**"	means any payment due to or, as the case may be, from the Swap Counterparty upon a Swap Early Termination Event.
"**Tax Authority**"	means any government, state or municipality or any local, state, federal or other authority, body or official anywhere in the world exercising a fiscal, revenue, customs or excise function (including, without limitation, Her Majesty's Revenue and Customs).
"**Tax Credit**"	means any tax credit payable by the Issuer to the Swap Counterparty pursuant to the Swap Agreement and the Issuer Deed of Charge.
"**Transaction**"	means the securitisation transaction in connection with which the Notes are issued and to which the Transaction Documents refer.
"**Transaction Account**"	means the account in the name of the Issuer held at the Account Bank or such additional or replacement bank account at such other Account Bank and/or other banks as may for the time being be in place with the prior consent of the Issuer Security Trustee and designated as such.
"**Transaction Account Ledgers**"	means the Reserve Fund Ledger, the Operating Ledger, the Interest Shortfall Ledger and the Retained Profit Ledger maintained by the Cash Manager (on behalf of the Issuer) on the Transaction Account and "**Transaction Account Ledger**" means any one of them.
"**Transaction Documents**"	means the Agency Agreement, the Bank Account Agreement, the Cash Management Agreement, the Corporate Services Agreement, the Issuer Deed of Charge (and any document entered into pursuant thereto, including the Issuer Power of Attorney, any Scottish Supplemental Charge and any Deed of Charge Accession Undertaking), the Master Definitions and Framework Agreement, the Collection Account Declaration of Trust, the Receivables Purchase Agreement, an Equipment Declaration of Trust, the Servicing Agreement, the Subordinated Loan Agreement, the Conditional Deed of Novation, the Swap Agreement, any Transfer Notice, the Trust Deed, the Seller Power of Attorney and any other agreement or document from time to time designated as such by the Issuer and the Issuer Security Trustee.
"**Transaction Party**"	means any person who is a party to a Transaction Document and "**Transaction Parties**" means some or all of them.
"**Transfer Notice**"	means a transfer notice from the Seller to the Issuer, the Issuer Security Trustee and the Cash Manager, substantially in the form as set out in Schedule 1 (*Form of Transfer Notice*) to the Receivables Purchase Agreement.

"**Transparency Requirements**"	means the reporting requirements set out in Article 7 of the Securitisation Regulation.
"**Trust Deed**"	means the trust deed entered into on the Closing Date between the Issuer and the Note Trustee pursuant to which the Notes are constituted.
"**UNCITRAL Implementing Regulations**"	means the Cross-Border Insolvency Regulations 2006 (SI 2006/1030).
"**Underlying Agreement**"	means any Hire Purchase Agreement, any Contract Hire Agreement or any Lease Agreement.
"**Underlying Agreement Equipment Realisation Proceeds**"	means Equipment Realisation Proceeds arising from the sale of Equipment in the exercise of remedies against an Obligor pursuant to an Underlying Agreement.
"**U.S. Risk Retention Rules**"	means Regulation RR (17 C.F.R Part 246) implementing the risk retention requirements of Section 15G of the U.S. Securities Exchange Act of 1934, as amended, adopted pursuant to the requirements of Section 941 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.
"**U.S. Risk Retention Waiver**"	means a written waiver from the Seller in respect of any sale or distribution of the Notes to Risk Retention U.S. Persons on the Closing Date.
"**VAT**" or "**Value Added Tax**"	means value added tax imposed by the United Kingdom as referred to in VATA and legislation (whether delegated or otherwise) replacing the same or supplemental thereto or in any primary or subordinate legislation promulgated by the European Union or any official body or agency thereof and any similar turnover tax replacing or introduced in addition to any of the same or any similar sales, purchase or turnover tax chargeable whether inside or outside the European Union, if any amount or fee payable by the Issuer is expressed to be inclusive of VAT, section 89 of VATA shall not apply to such amount.
"**VAT Collections**"	means the aggregate VAT Components actually received.
"**VAT Component**"	means in relation to each supply made by DLL in relation to Equipment the portion of Collections received by the Issuer as equals the amount of VAT on that supply for which DLL is required to account to the relevant Tax Authority.
"**VATA**"	means the Value Added Tax Act 1994.
"**Vendor**"	means each manufacturer, supplier, dealer or broker from which the Seller purchases the Equipment to which an Underlying Agreement relates.
"Vendor Repurchase Price"	means, in respect of a Vendor Underlying Agreement Repurchase, the purchase price payable by the relevant Vendor to the Seller in accordance with the terms of such Vendor Underlying Agreement Repurchase.
"Vendor Underlying Agreement	means a repurchase by a Vendor from the Seller of a Receivable and the related Underlying Agreement after the occurrence of a

Repurchase"	dispute with or default by the relevant Obligor.
"**Volcker Rule**"	means Section 619 of the Dodd-Frank Act and any relevant implementing provisions thereof.
"**Written Resolution**"	has the meaning given to it in Schedule 3 (*Provisions for Meetings of Noteholders*) of the Trust Deed.

Issuer

DLL UK Equipment Finance 2019-1 PLC
35 Great St. Helen's, London
United Kingdom
EC3A 6AP

Corporate Services Provider of the Issuer

Intertrust Management Limited
35 Great St. Helen's, London
United Kingdom
EC3A 6AP

Seller, Servicer, Subordinated Loan Provider and Swap Counterparty

De Lage Landen Leasing Limited
Building 7 Croxley Park Watford, Hertfordshire
WD18 8YN United Kingdom

Joint Arrangers and Joint Lead Managers

Merrill Lynch International
2 King Edward Street
London, EC1A 1HQ
United Kingdom

Coöperatieve Rabobank U.A.
Croeselaan 18
3521 CB Utrecht
The Netherlands

Cash Manager

Intertrust Administrative Services B.V.
Prins Bernhardplein 200
1097 JB Amsterdam
The Netherlands

Back-Up Swap Counterparty

Coöperatieve Rabobank U.A.
Croeselaan 18, 3521 CB Utrecht
The Netherlands

Note Trustee and Issuer Security Trustee

Intertrust Trustees Limited
35 Great St. Helen's, London
United Kingdom
EC3A 6AP

Principal Paying Agent
Deutsche Bank AG, London Branch
Winchester House, 1 Great Winchester Street
London EC2N 2DB
United Kingdom

Registrar

Deutsche Bank Luxembourg S.A.
2 Boulevard Konrad Adenauer,
L-1115 Luxembourg,
Luxembourg

Irish Listing Agent

Arthur Cox Listing Services Limited
Earlsfort Centre, Earlsfort Terrace
Dublin 2, Ireland

Account Bank

Coöperatieve Rabobank U.A., London Branch
Thames Court, One Queenhithe
London EC4V 3RL
England

External Auditors of the Issuer

PricewaterhouseCoopers
7 More London Riverside,
London SE1 2RT

Legal Advisor to the Seller, Subordinated Loan Provider and Servicer as to English law

Hogan Lovells International LLP
Atlantic House
50 Holborn Viaduct
London EC1A 2FG

Legal Advisor to the Seller and Servicer as to Scots law

Shepherd and Wedderburn LLP
5th Floor, 1 Exchange Crescent
Conference Square, Edinburgh
EH3 8UL

Legal Adviser to the Joint Arrangers and Joint Lead Manager

Cadwalader, Wickersham & Taft LLP
Dashwood House, 69 Old Broad Street
London, EC2M 1QS

Legal Advisor to the Note Trustee and Issuer Security Trustee

Pinsent Masons LLP
30 Crown Place
London EC2A 4ES

IMPORTANT NOTICE

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

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

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

"**U.S. person**" means any of the following: (A) any natural person resident in the United States; (B) any partnership, corporation, limited liability company, or other organisation or entity organised or incorporated under the laws of any State or of the United States; (C) any estate of which any executor or administrator is a U.S. person; (as defined under any other clause of this definition); (D) any trust of which any trustee is a U.S. person (as defined under any other clause of this definition); (E) any agency or branch of a foreign entity located in the United States; (F) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person (as defined under any other clause of this definition); (G) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; and (H) any partnership, corporation, limited liability company, or other organisation or entity if: (1) organised or incorporated under the laws of any foreign jurisdiction; and (2) formed by a U.S. person (as defined under any other clause of this definition) principally for the purpose of investing in securities not registered under the Act. "U.S. person(s)" does not include: (A) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a person not constituting a U.S. person (as defined in paragraph (i) of this section) by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident in the United States; (B) any estate of which any professional fiduciary acting as executor or administrator is a U.S. person (as defined in paragraph (i) of this section) if: (1) an executor or administrator of the estate who is not a U.S. person (as defined in paragraph (i) of this section) has sole or shared investment discretion with respect to the assets of the estate; and (2) the estate is governed by foreign law; (C) any trust of which any professional fiduciary acting as trustee is a U.S. person (as defined in paragraph (i) of this section), if a trustee who is not a U.S. person (as defined in paragraph (i) of this section) has sole or shared investment discretion with respect to the trust assets and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person; (as defined in paragraph (i) of this section); (D) an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country; (E) any agency or branch of a U.S. person (as defined in paragraph (i) of this section) located outside the United States if: (i) the agency or branch operates for valid business reasons; and (ii) the agency or branch is engaged in the business of insurance or banking and is subject to

substantive insurance or banking regulation, respectively, in the jurisdiction where located; and (F) the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans and any other similar international organisations, their agencies, affiliates and pension plans.

MiFID II Product Governance / Professional investors and ECPs only target market

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

PRIIPS Regulation / Prohibition of Sales to EEA Investors

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended, the "**Prospectus Directive**"). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation.

Selling Restrictions

Except with the prior consent of the Seller in the form of a U.S. Risk Retention Waiver and where such sale falls within the exemption provided by Section 20 of the U.S. Risk Retention Rules, the Notes may not be sold to, or for the account or benefit of, any U.S. person as defined under Regulation RR (17 C.F.R Part 246) (the "**U.S. Risk Retention Rules**") except for: (a) persons that are not "U.S. persons" as defined in the U.S. Risk Retention Rules ("**Risk Retention U.S. Person**"); or (b) persons that have obtained a U.S. Risk Retention Waiver from the Seller. Prospective investors should note that the definition of "U.S. person" in the U.S. Risk Retention Rules is similar to, but not identical to, the definition of "U.S. person" in Regulation S under the Securities Act ("**Regulation S**") and that persons who are not "U.S. persons" under Regulation S may be "U.S. persons" under the U.S. Risk Retention Rules.

You are reminded that the Prospectus has been delivered to you on the basis that you are a person into whose possession the Prospectus may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver the Prospectus to any other person.

The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and the managers or any affiliate of the managers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the managers or such affiliate on behalf of the Issuer in such jurisdiction.

By accessing the Prospectus, you are deemed to have confirmed and represented to us that: (a) you have understood and agree to the terms set out herein; (b) you consent to delivery of the Prospectus by electronic transmission; (c) you are not a U.S. person (within the meaning of Regulation S under the Securities Act) or acting for the account or benefit of a U.S. person and the electronic mail address that you have given to us and to which this e-mail has been delivered is not located in the United States, its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands) or the District of Columbia; and (d) if you are a person in the United Kingdom, then you are a person who: (i) has professional experience in matters relating to investments; or (ii) is a high net worth entity falling within Article 49(2)(a) to (d) of the Financial Services and Markets Act (Financial Promotion) Order 2005.

The Prospectus has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Issuer nor the Transaction Parties or any person who controls any such person or any director, officer, employee or agent of any such person (or affiliate of any such person) accepts any liability or responsibility whatsoever in respect of any difference between the Prospectus distributed to you in electronic format and the hard copy version available to you on request from the Issuer, Merrill Lynch International or Coöperatieve Rabobank U.A.