

## IMPORTANT NOTICE

### NOT FOR DISTRIBUTION TO ANY US PERSON OR TO ANY PERSON OR ADDRESS IN THE US

**IMPORTANT:** You must read the following before continuing. The following applies to the Prospectus following this page, 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 to sell or the solicitation of an offer to buy the Notes of the Issuer in the United States or any other jurisdiction where it is unlawful to do so. The Notes have not been, and will not be, registered under the US Securities Act of 1933, as amended (the "**Securities Act**"), or the securities laws of any state or other jurisdiction of the US, and therefore may not be offered or sold within the US or to, or for the account or benefit of, US persons (as defined in Regulation S under the Securities Act ("**Regulation S**")), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state or local securities laws.

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

Except with the prior written consent of the Seller and where such sale falls within the exemption provided by Section 20 of the final rules promulgated under Section 15 of the US securities exchange act of 1934, as amended (the "**US Risk Retention Rules**"), the Notes offered and sold by the issuer may not be purchased by, or for the account or benefit of, any "US person" as defined in the US Risk Retention Rules ("**Risk Retention US Persons**"). Prospective investors should note that the definition of "US person" in the US Risk Retention Rules is different from the definition of "US person" in Regulation S, and persons who are not "US persons" under Regulation S may be US persons under the US Risk Retention Rules. Each purchaser of Notes, including beneficial interests therein, will be deemed to have made certain representations and agreements, including that it (1) is not a Risk Retention US Person (unless it has obtained a prior written consent of the Seller), (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 US Risk Retention Rules.

This Prospectus has been delivered to you on the basis that you are a person into whose possession this Prospectus may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located. By accessing the Prospectus, you shall be 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 "US person" (within the meaning of Regulation S) or acting for the account or benefit of a US 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 US Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands) or the District of Columbia and (d) you are neither: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); nor (ii) a customer within the meaning of Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

This Prospectus has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently neither the Arranger nor Lead Manager (as defined below) nor any person who controls it nor any director, officer, employee or agent of it or affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Prospectus distributed to you in electronic format and the hard copy version available to you on request from the Arranger or Lead Manager.

# CARDIFF AUTO RECEIVABLES SECURITISATION 2019-1 PLC

(a public limited company incorporated under the laws of England and Wales with registered number 12175782)

<u>Class <sup>(1)</sup></u>	<u>Initial Principal Amount</u>	<u>Issue Price</u>	<u>Reference Rate</u>	<u>Margin/ Fixed Rate (p.a.)</u>	<u>Expected Ratings (S&amp;P/DBRS)</u>	<u>Final Legal Maturity Date</u>
A	£424,000,000	100%	Compounded Daily SONIA	0.63%	AAA(sf)/AAA(sf)	September 2025
B	£76,260,000	100%	Compounded Daily SONIA	2.25%	A(sf)/A(high)(sf)	September 2025
S <sup>(2)</sup>	£109,810,000	100%	Fixed Rate	4.00%	Not rated	September 2025

<sup>(1)</sup> The Class A Notes and the Class B Notes are referred to as the "**Rated Notes**" and, together with the Class S Notes, as the "**Notes**". The Rated Notes are being offered by this Prospectus outside the United States to non-US persons as defined in Regulation S under the US Securities Act of 1933, as amended in reliance on Regulation S.

<sup>(2)</sup> The Class S Notes are not being offered by this Prospectus.

The Rated Notes are being offered by this Prospectus outside the United States to non-US persons as defined in Regulation S under the US Securities Act of 1933, as amended, in reliance on Regulation S. The Class S Notes are not offered under this Prospectus.

**Closing Date** ..... The Issuer expects to issue the £424,000,000 Class A Notes due September 2025 (the "**Class A Notes**"), the £76,260,000 Class B Notes due September 2025 (the "**Class B Notes**") and the £109,810,000 Class S Notes due September 2025 (the "**Class S Notes**") on 4 December 2019 (the "**Closing Date**").

**Underlying Assets** ..... The Issuer will make payments on the Notes from, among other sources, the payments of principal and interest it receives from borrowers ("**Customers**") pursuant to automotive personal contract plan agreements originated by Black Horse Limited ("**Black Horse**" and the "**Seller**") (the "**Portfolio**"). These personal contract plan agreements provide for monthly payments over the term of the contract and an additional larger optional "balloon" payment at the end of the term. The Portfolio has the characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Notes.

See the section titled "*The Portfolio*" for more detail.

**Credit Enhancement** ....

- Subordination of junior ranking Notes
- Excess spread
- The availability of the RV Top-Up Reserve Fund to provide structural protection for the Rated Notes in respect of certain shortfalls (a) between Vehicle Proceeds and the Optional Final Payment in relation to PCP Handback Receivables and (b) in the Vehicle Proceeds arising from a Receivable becoming a VT Receivable

For further explanation, please see the section entitled "*Credit Enhancement*".

**Liquidity Support** .....

- The availability of the Liquidity Reserve Fund to cover shortfalls in Available Interest Collections
- The availability of Available Principal Collections to be applied as Available Interest Collections to make up any Remaining Interest Collections Shortfall

**Redemption Provisions** Information on any optional and mandatory redemption of the Notes is summarised in "*Description of the Notes*" and set out in full in Condition 5 (*Redemption*).

**Credit Rating Agencies** Ratings are expected to be assigned to the Rated Notes by Standard & Poor's Credit Market Services Europe Limited ("**S&P**") and DBRS Ratings Limited ("**DBRS**"). The Class S Notes will not be rated.

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union "EU" and registered under Regulation (EC) No 1060/2009 of the European Parliament (the "**CRA Regulation**"), as amended by Regulation (EU) No 513/2011 and by Regulation (EU) No 462/2013 ("**CRA3**"). Each of S&P and DBRS is established in the European Community and, according to the press release from European Securities and Markets Authority ("**ESMA**") dated 31 October 2011, each of S&P and DBRS is registered under the CRA Regulation. Reference is made to the list of registered or certified credit rating agencies published by ESMA on the webpage <https://www.esma.europa.eu/supervision/credit-rating-agencies/risk> as last updated on 5 July 2019.

**Credit Ratings**..... The Rating Agencies' ratings of the Rated Notes will reflect the likelihood of the timely payment of interest and ultimate repayment of principal on the Rated Notes according to their terms. Each rating takes into consideration the characteristics of the Purchased Receivables and the structural, legal, tax and Issuer-related aspects associated with the Rated Notes.

However, the ratings assigned to the Rated Notes do not represent any assessment of the likelihood or level of principal prepayments. The ratings do not address the possibility that the Noteholders might suffer a lower than expected yield due to prepayments or early amortisation or may fail to recoup their initial investments.

The ratings assigned to the Rated Notes should be evaluated independently against similar ratings of other types of securities. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal by the assigning Rating Agency at any time.

The Issuer has not requested a rating of the Rated Notes by any rating agency other than the Rating Agencies. There can be no assurance as to whether any other rating agency will rate the Rated Notes or, if it does, what rating would be assigned by such other rating agency. The rating assigned to the Rated Notes by such other rating agency could be lower than the respective ratings assigned by the Rating Agencies.

The Issuer has not sought a rating in respect of the Class S Notes.

**Listing**..... This Prospectus has been approved by the Financial Conduct Authority (the "FCA"), as competent authority under Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"). The FCA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer that is the subject of this Prospectus or the quality of the securities that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the securities.

Application has been made to the FCA for the Rated Notes to be listed on the FCA's Official List and to the London Stock Exchange plc for the Rated Notes to be admitted to trading on its regulated market. Such approval relates only to the Rated Notes which are to be admitted to trading on the regulated market of the London Stock Exchange or other regulated markets for the purposes of the Markets in Financial Instruments Directive 2004/39/EC or which are to be offered to the public in a Member State of the European Economic Area or "EEA".

This document is a prospectus for the purposes of the Prospectus Regulation.

**Obligations** ..... The Notes will be obligations of the Issuer alone and will not be guaranteed by, or be the responsibility of, any other entity. In particular, the Notes will not be obligations of, or guaranteed by, or be the responsibility of the Seller, its affiliates or any other party to the Transaction Documents other than the Issuer.

**Retention Undertaking.** The Seller, as "originator" for the purposes of the Securitisation Regulation, will retain for the life of the transaction a material net economic interest of not less than 5 per cent. in the transaction in accordance with Article 6(1) of the Securitisation Regulation, (as interpreted and applied on the date hereof) (the "**EU Retention Requirements**"). As of the Closing Date, such interest will, in accordance with Article 6(3)(d) of the Securitisation Regulation, be comprised of an investment in the Class S Notes which is no less than 5 per cent. of the nominal amount of the securitised exposures. Any change in the manner in which the interest is held will be notified to the Noteholders. See the section entitled "*Certain Regulatory Disclosures – Securitisation Regulation*" for

more information. It is the Seller's intention that on and from the Closing Date and for the life of the Transaction the Class S Notes will be retained by the Seller.

The Issuer will be appointed as the designated entity under Article 7(2) of the Securitisation Regulation.

After the Closing Date, the Servicer will prepare Monthly Reports wherein relevant information with regard to the Purchased Receivables will be disclosed publicly together with an overview of the retention of the material net economic interest by the Seller for the purposes of which the Seller will provide the Issuer and the Servicer with all information reasonably required with a view to the Issuer complying with Article 7 of the Securitisation Regulation.

Each prospective investor is required to independently assess and determine the sufficiency of the information described in the preceding two paragraphs for the purposes of complying with the Securitisation Regulation, and none of the Issuer, the Seller (in its capacity as the Seller and the Servicer), the Lead Manager nor the Arranger makes any representation that the information described above is sufficient in all circumstances for such purposes. Investors who are uncertain as to the requirements which apply to them in respect of their relevant jurisdiction should seek guidance from their regulator. The Seller accepts responsibility for the information set out in this paragraph and in the preceding two paragraphs.

**Simple, Transparent and Standardised (STS) Securitisation .....**

The Seller, as originator, may procure a notification to be submitted to the European Securities and Markets Associations ("ESMA"), in accordance with Article 27 of the Securitisation Regulation, and the FCA, that the requirements of Articles 19 to 22 of the Securitisation Regulation have been satisfied with respect to the Notes.

In relation to such notification, the Seller has been designated as the first contact point for investors and competent authorities. The Seller, as originator, will also take responsibility for compliance with Article 7 of the Securitisation Regulation in accordance with Article 22(5) of the Securitisation Regulation.

**US Risk Retention Rules .....**

The transaction described in this Prospectus is not intended to involve the retention by a sponsor of at least 5 per cent. of the credit risk of the securitised assets for purposes of compliance with Regulation RR (17 C.F.R Part 246) implementing the risk retention requirements of Section 15G of the US Securities Exchange Act of 1934, as amended (the "**US Risk Retention Rules**"), but rather intends to rely on an exemption provided for in Section 20 of the US Risk Retention Rules regarding non-US transactions. As a result, the issuance of the Notes has not been designed to comply with the US Risk Retention Rules other than the exemption under Section 20 of the US Risk Retention Rules and no steps have been taken by the Issuer, the Seller, the Arranger, the Lead Manager or any of their respective affiliates or any other party to accomplish such compliance. There can be no assurance that the exemption provided for in Section 20 of the US Risk Retention Rules regarding non-US transactions will be available. See the section entitled "*Risk Factors – Legal and Regulatory Risks Relating to the Structure and the Notes – US Risk Retention*" for more information.

**Eurosystem Eligibility ..**

On the Closing Date, the Rated Notes will be issued under the new safekeeping structure ("NSS"), will be deposited with a common safekeeper for Euroclear and Clearstream, Luxembourg and are intended to be held in a manner which would allow Eurosystem eligibility. However, this does not necessarily mean that the Rated Notes will be recognised as eligible collateral for Eurosystem

monetary policy and intra-day credit operations by the Eurosystem. In particular, please see the risk factor entitled "*Eurosystem Eligibility*" below.

**Volcker Rule** ..... The Issuer is of the view that it is not now, and immediately following the issuance of the Notes and the application of the proceeds thereof it will not be, a "covered fund" as defined in the regulations adopted under Section 13 of the Bank Holding Company Act of 1956, as amended, commonly known as the "Volcker Rule". In making this determination, the Issuer intends to qualify for the "loan securitization" exclusion provided for in the Volcker Rule although other exclusions or exemptions may also be available to the Issuer.

**Benchmarks** ..... Interest payable under the Rated Notes will be calculated by reference to SONIA.

Central bank-set benchmarks (such as SONIA provided by the Bank of England) are subject to certain exemptions pursuant to Article 2 of Regulation (EU) 2016/1011 (the "**Benchmarks Regulation**"), but the Bank of England has issued a statement of compliance with the principles for financial benchmarks issued in 2013 by the International Organisation of Securities Commissioners.

As at the date of this Prospectus, the Bank of England, as the administrator of SONIA, does not appear on the register of administrators and benchmarks established and maintained by ESMA in accordance with article 36 of the Benchmarks Regulation.

As far as the issuer is aware, Article 2 of the Benchmarks Regulation applies, such that the Bank of England, as the administrator of SONIA, is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).

**For a discussion of certain significant factors affecting investments in the Notes, see "*Risk Factors*".**

**Arranger**

Lloyds Bank Corporate Markets plc

**Lead Manager**

Lloyds Bank Corporate Markets plc

The date of this Prospectus is 28 November 2019

This Prospectus is valid for a period of twelve months from the date of approval. The obligation to prepare a supplement to this Prospectus in the event of any significant new factor, material mistake or inaccuracy does not apply when the Prospectus is no longer valid. For the avoidance of doubt, the Issuer shall have no obligation to supplement this Prospectus after the closing of the offer period or the time when trading of such securities on a regulated market begins, whichever occurs later.

## IMPORTANT NOTICE ABOUT INFORMATION IN THIS PROSPECTUS

The Notes represent obligations of the Issuer only and do not represent an interest in or obligation of any of the Arranger, the Lead Manager, the Seller, the Servicer (if different), the Cash Manager, the Trustee, the Security Trustee, the Account Bank, the RV Top-Up Reserve Account Bank, the Back-Up Facilitator, the Principal Paying Agent, the Corporate Services Provider or any of their respective Affiliates or any other party (other than the Issuer) to the Transaction Documents. Neither the Notes nor the underlying Purchased Receivables will be insured or guaranteed by any governmental authority or by any of the Arranger, the Lead Manager, the Seller, the Servicer (if different), the Cash Manager, the Trustee, the Security Trustee, the Account Bank, the RV Top-Up Reserve Account Bank, the Back-Up Facilitator, the Principal Paying Agent, the Corporate Services Provider or any of their respective Affiliates or any other party (other than the Issuer) to the Transaction Documents or by any other person or entity except as described herein.

The Notes offered hereby have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), or the securities laws of any state or other jurisdiction of the United States, nor has the Issuer been registered under the United States Investment Company Act of 1940 (the "**Investment Company Act**"). The Issuer is being structured so as not to constitute a "covered fund" for purposes of regulations adopted under section 13 of the Bank Holding Company Act of 1956, as amended, commonly known as the "**Volcker Rule**".

This Prospectus contains information about the Issuer and the terms of the Notes to be issued by the Issuer. You should rely only on information provided or referenced in this Prospectus.

An index of defined terms is at the end of this Prospectus.

This Prospectus has been prepared by the Issuer and may not be copied or used for any purpose other than for your evaluation of an investment in the Notes.

The delivery of this Prospectus at any time does not imply that the information in this Prospectus is correct as at any time after its date.

### **Governing Law**

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

### **Form of the Notes**

The Rated Notes will be issued in registered form and in the denominations of £100,000 and integral multiples of £1,000 in excess of £100,000, up to and including £199,000. Interests in each Class of Rated Notes will be represented by an unrestricted global registered note (each, a "**Global Note**"), without interest coupons attached. The Global Notes representing the Rated Notes will be deposited on the Closing Date with Clearstream Banking *société anonyme* or "**Clearstream, Luxembourg**" which will act as the Common Safekeeper for each Class of Rated Notes. Except in certain limited circumstances, the Global Notes will not be exchangeable for unrestricted registered definitive notes, or "**definitive notes**", and no definitive notes will be issued with a denomination above £199,000. If definitive notes are issued, Noteholders should be aware that definitive notes which have a denomination that is not an integral multiple of the minimum authorised denomination may be illiquid and difficult to trade.

On the Closing Date, the Rated Notes will be issued under the new safekeeping structure ("**NSS**"), will be deposited with Clearstream, Luxembourg as Common Safekeeper and are intended to be held in a manner which would allow Eurosystem eligibility. However, this does not necessarily mean that the Rated Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem. None of the Issuer, the Arranger, the Trustee, the Security Trustee or the Lead Manager gives any representation, warranty, confirmation or guarantee to any investor in the Rated Notes that the Rated Notes will, either upon issue, or any or at all times during their life, satisfy all or any requirements for Eurosystem eligibility and be recognised as Eurosystem eligible collateral.

## Responsibility Statements

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

Black Horse Limited ("**Black Horse**") accepts responsibility for the information in the sections entitled "*Seller, Servicer, Cash Manager, Subordinated Loan Provider and Swap Counterparty*" and "*The Portfolio*". To the best of the knowledge of Black Horse, the information in the sections entitled "*Seller, Servicer, Cash Manager, Subordinated Loan Provider and Swap Counterparty*" and "*The Portfolio*" is in accordance with the facts and those sections make no omission likely to affect their import.

Lloyds Bank plc accepts responsibility for the information about itself in the section entitled "*The Account Bank, RV Top-Up Reserve Account Bank, Back-Up Facilitator and Swap Guarantor*". To the best of the knowledge of Lloyds Bank plc, the information about itself in the section entitled "*The Account Bank, RV Top-Up Reserve Account Bank, Back-Up Facilitator and Swap Guarantor*" is in accordance with the facts and those sections make no omission likely to affect their import.

Each of U.S. Bank Trustees Limited and Elavon Financial Services DAC, UK Branch accepts responsibility for the information about itself in the section entitled "*The Trustee and Security Trustee and the Principal Paying Agent and Registrar*". To the best of the knowledge of each of U.S. Bank Trustees Limited and Elavon Financial Services DAC, UK Branch, the information about itself in the section entitled "*The Trustee and Security Trustee and the Principal Paying Agent and Registrar*" is in accordance with the facts and those sections make no omission likely to affect their import.

The Notes are obligations solely of the Issuer and are not obligations of, are not guaranteed by and are not the responsibility of any other entity. In particular, the Notes are not the obligations of, are not guaranteed by and are not the responsibility of Black Horse, the Arranger, the Lead Manager, the Cash Manager, the Account Bank, the RV Top-Up Reserve Account Bank, the Back-Up Facilitator, the Subordinated Loan Provider, the Swap Counterparty, the Swap Guarantor, the Principal Paying Agent, the Registrar, the Security Trustee or the Trustee.

The information in this Prospectus about Black Horse and Lloyds Bank plc relates to and has been obtained from each of them.

The delivery of this Prospectus will not create an implication that there has been no change in the activity of Black Horse or Lloyds Bank plc since the date of this Prospectus or that the information contained or referred to in it is correct as at any time after its date. The information provided by Black Horse and Lloyds Bank plc to the Issuer has been accurately reproduced and, as far as the Issuer is aware, and is able to ascertain from information provided, no facts have been omitted that would make the reproduced information inaccurate or misleading. The Issuer has taken no steps to verify independently this information.

## Representations about the Notes

No person has been authorised in connection with the issue, offering, subscription or sale of the Notes to give information or to make representations not in this Prospectus and, if given or made, such information or representation must not be relied on as having been authorised by or on behalf of the Issuer, the directors of the Issuer or Black Horse.

Purchasers of the Notes should conduct such independent investigation and analysis of the Issuer, Black Horse, the Receivables and the Notes as they deem appropriate to evaluate the merits and risks of an investment in the Notes. Black Horse, the Lead Manager, the Arranger, the Account Bank, the RV Top-Up Reserve Account Bank, the Back-Up Facilitator, the Principal Paying Agent, the Security Trustee and the Trustee make no representation, recommendation or warranty, express or implied, about the accuracy, adequacy, reasonableness or completeness of the information in this Prospectus or in any further information, notice or other document which may be supplied by or on behalf of the Issuer in connection with the Notes and accept no responsibility or liability for such information. None of Black Horse, the Lead Manager, the Arranger, the Account Bank, the RV Top-Up Reserve Account Bank, the Back-Up Facilitator, the Principal Paying Agent, the Security Trustee or the Trustee will review the financial position or activity



of the Issuer while the Notes are outstanding nor, unless required by applicable law, will advise investors or potential investors in the Notes of information coming to its attention.

### **Selling Restrictions**

The Notes have not been, and will not be, registered under the Securities Act, or the securities laws of any state or other jurisdiction of the United States, and may not be offered or sold within the United States or to, or for the account or benefit of, US persons (as defined in Regulation S under the Securities Act ("**US Person**")), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States and under circumstances which would not require the Issuer to register under the Investment Company Act. As such, the Notes may not be offered or sold within the United States or to, or for the account or benefit of, US Persons, except pursuant to an exemption from such registration requirements. There has been and will be no public offering of the Notes in the United States. The Notes are not transferable except in accordance with the restrictions described under "*Subscription and Sale – Selling Restrictions*" herein.

Except with the prior consent of the Seller and where such sale falls within the exemption provided by Section 20 of the US Risk Retention Rules, the Notes may not be sold to, or for the account or benefit of, any "US person" as defined in the US Risk Retention Rules ("**Risk Retention US Person**"). Prospective investors should note that the definition of "US person" in the US Risk Retention Rules is similar to, but not identical to, the definition of "US person" in Regulation S under the Securities Act ("**Regulation S**") and that persons who are not "US persons" under Regulation S may be "US persons" under the US Risk Retention Rules. Each purchaser of Notes will be deemed to have made certain representations and agreements, including that it (1) is not a Risk Retention US Person (unless it has obtained a prior written consent of the Seller), (2) is acquiring such Note for its own account and not with a view to distribute such Note, and (3) is not acquiring such Note as part of a scheme to evade the requirements of the US Risk Retention Rules. The Notes will be issued in registered form and are subject to certain United States tax law requirements.

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**").

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

No action has been taken by the Issuer or the Seller or the Arranger or the Lead Manager other than as set out in this Prospectus that would permit a public offering of the Notes, or possession or distribution of this Prospectus or any other offering material in any country or jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Prospectus (nor any part hereof) nor any information memorandum, offering circular, form of application, advertisement or other offering materials may be issued, distributed or published in any country or jurisdiction except in compliance with applicable laws, orders, rules and regulations, and the Issuer, the Seller, the Arranger and the Lead Manager have represented that all offers and sales by them have been made on such terms.

Other than the approval of the UK Listing Authority of this Prospectus as a prospectus under the Prospectus Regulation, no action has been or will be taken to permit a public offering of the Notes or the distribution of this Prospectus in any jurisdiction.

This Prospectus may only be used for the purposes for which it has been published. This Prospectus is not and does not form part of an offer to sell or the solicitation of an offer to buy securities other than the securities to which it relates or an offer to sell or the solicitation of an offer to buy the securities offered by this Prospectus in circumstances in which such offer, solicitation or sale is not permitted. The distribution of this Prospectus and the offering and sale of the Notes in some jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer, the Arranger and the Lead Manager to inform themselves about and to observe those restrictions. This Prospectus is not and may not

be used for, or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is not permitted to make such offer or solicitation.

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

**If you are in any doubt about the contents of this Prospectus you should consult your advisers. An investment in the 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 that may result from such investment. It should be remembered that the price of the Notes and the income from them may decrease.**

#### **Forward-looking statements**

Any projections, expectations and estimates in this Prospectus are not historical in nature but are forward-looking statements based on information and assumptions Black Horse and the Issuer consider reasonable. Forward-looking statements are about circumstances and events that have not yet taken place and may vary materially from actual events. 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 Arranger and the Lead Manager 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. Neither Black Horse, the Arranger, the Lead Manager nor the Issuer is obligated to update or revise any forward-looking statements including changes in economic conditions, portfolio or asset pool performance or other circumstances or developments after the date of this Prospectus.

#### **PRIIPs regulation**

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, or "**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 Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance based investment products, or 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.

#### **MiFID II product governance**

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.

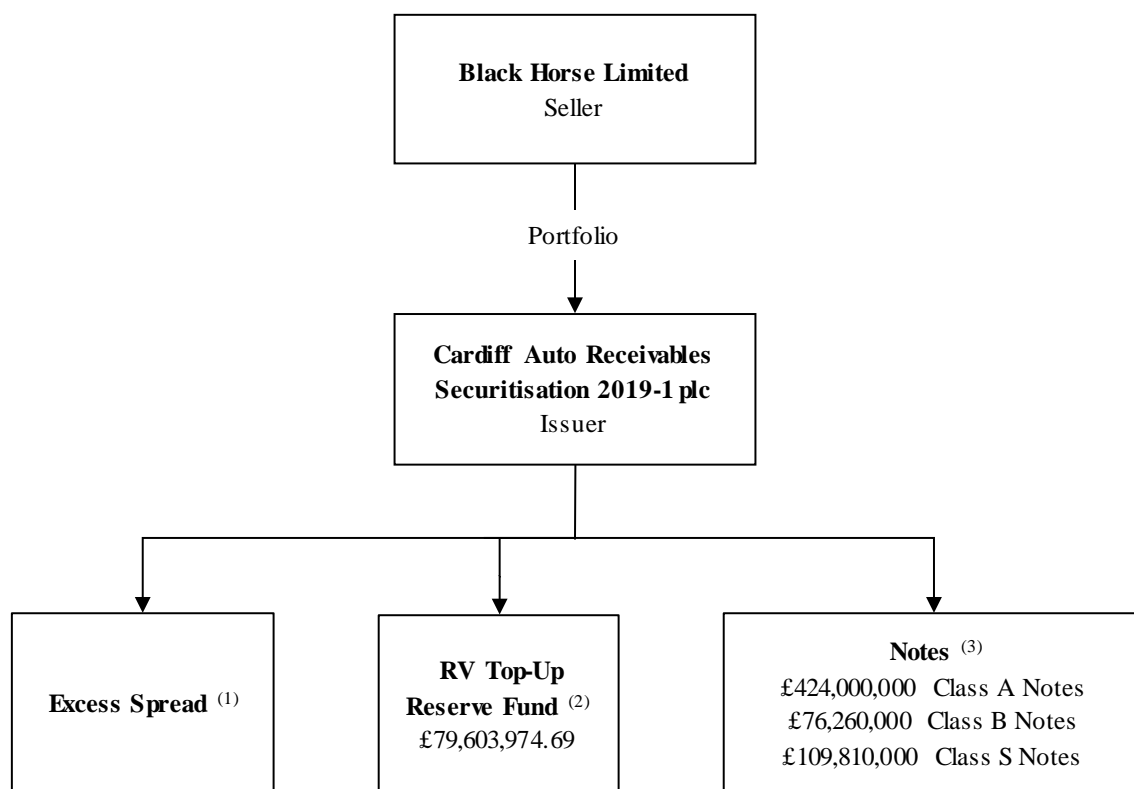
## CONTENTS

	<b>Page</b>
Transaction Overview .....	1
Transaction Structure Diagram.....	1
Priority of Payments Diagram .....	2
Transaction Parties and Documents Diagram.....	3
Overview of the Notes and the Transaction.....	4
Risk Factors .....	16
Risks related to the availability of funds to pay the Notes .....	17
Risks relating to the Underlying Assets and the performance of the Notes.....	18
Risks relating to the Underlying Assets and the lives of the Notes .....	22
Macro-Economic Risks .....	23
Counterparty Risks .....	24
Risks relating to the Structure .....	25
Risks relating to the Characteristics of the Notes .....	28
Legal and Regulatory Risks Relating to the Underlying Assets.....	31
Legal and Regulatory Risks Relating to the Structure and the Notes .....	36
Certain Regulatory Disclosures .....	43
Triggers Tables.....	46
Rating Triggers Table.....	46
Non-Rating Triggers Table.....	49
Fees .....	53
The Seller, Servicer, Cash Manager, Subordinated Loan Provider and Swap Counterparty.....	54
The Portfolio .....	66
The Account Bank, RV Top-Up Reserve Account Bank, Back-Up Facilitator and Swap Guarantor .....	74
The Trustee and Security Trustee and the Principal Paying Agent and Registrar .....	75
The Issuer .....	76
Holdings .....	78
Description of the Notes .....	79
Cashflows .....	84
Rights of Noteholders.....	94
Principal Transaction Documents.....	96
Credit Enhancement .....	114
Maturity and Prepayment Considerations .....	116
Use of Proceeds .....	119
Terms and Conditions of the Notes .....	120
Taxation.....	173
Subscription and Sale .....	175
Transfer Restrictions and Investor Representations .....	179
General Information .....	182
Index of Defined Terms.....	184

## TRANSACTION OVERVIEW

### TRANSACTION STRUCTURE DIAGRAM

*This diagram is a simplified overview of the structure of this securitisation transaction and the credit enhancement available for the Notes. See this Prospectus completely for more details about this securitisation transaction.*



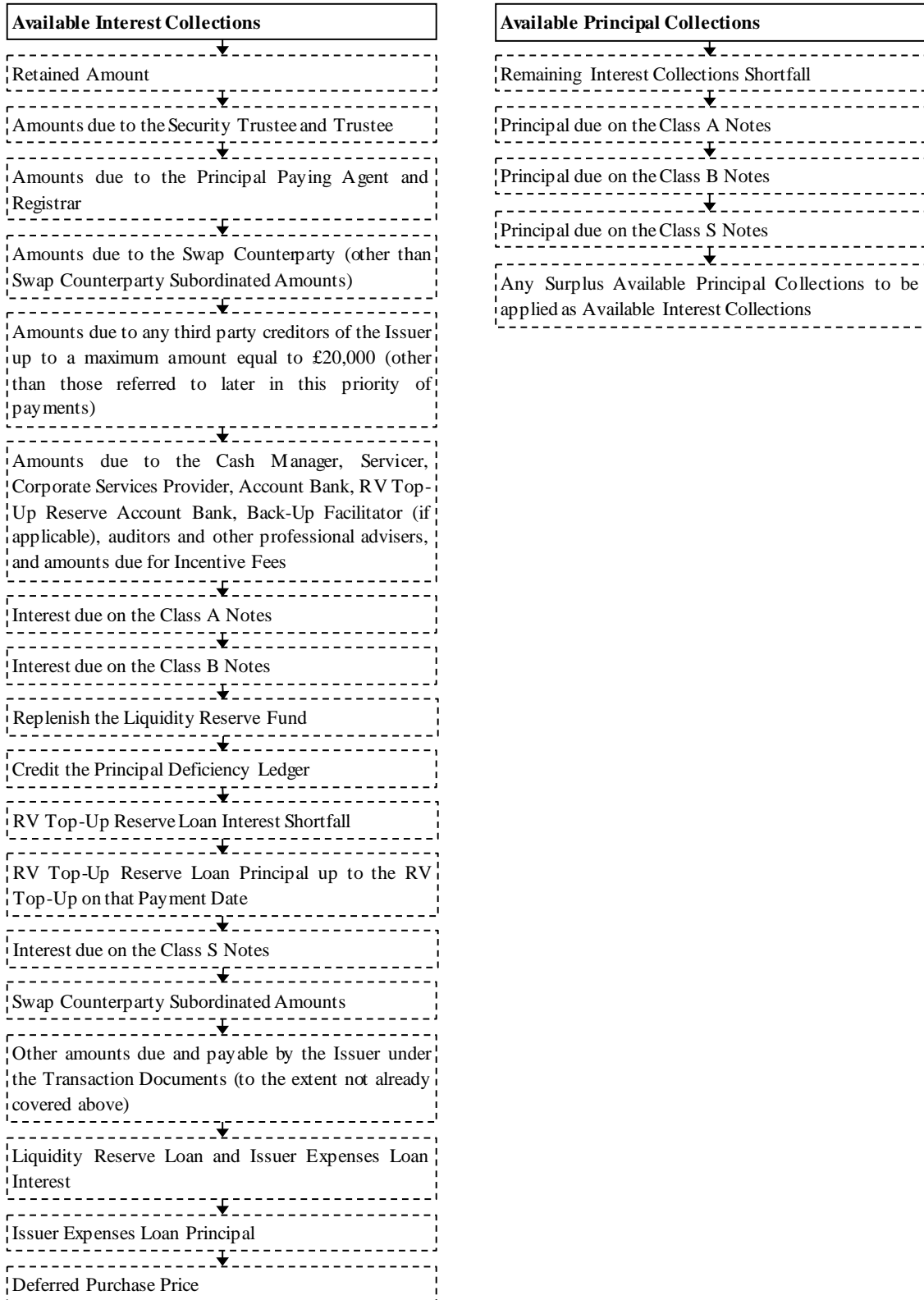
<sup>(1)</sup> Excess spread is available, as a component of Available Interest Collections, to absorb losses on the Receivables.

<sup>(2)</sup> The RV Top-Up Reserve Fund will be available to provide structural protection for the Rated Notes in respect of certain shortfalls (a) between Vehicle Proceeds and the Optional Final Payment in relation to PCP Handback Receivables and (b) in the Vehicle Proceeds arising from a Receivable becoming a VT Receivable. See "*Credit Enhancement – RV Top-Up Reserve Fund*" for further information.

<sup>(3)</sup> The Rated Notes will benefit from subordination of more junior ranking Notes. The subordination varies depending on whether interest or principal is being paid and whether or not an Event of Default that results in acceleration has occurred. For more details, see "*Overview of the Notes and the Transaction – Priority of Payments*" and "*Overview of the Notes and the Transaction – Credit Enhancement – Subordination*".

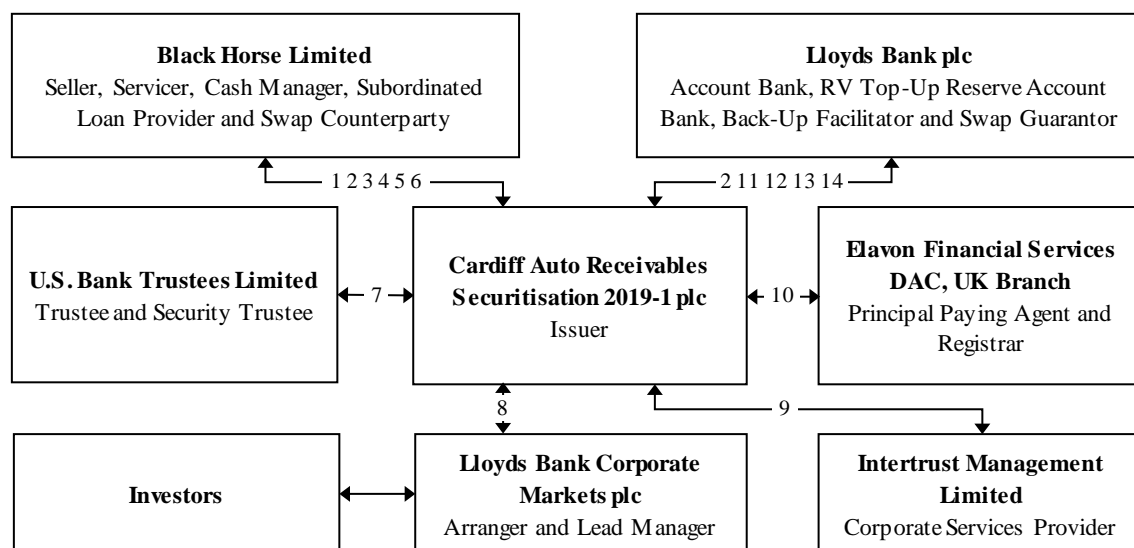
## PRIORITY OF PAYMENTS DIAGRAM

*This diagram shows how available funds are paid on each Payment Date. This diagram is a summary and should be read in conjunction with, and is qualified in its entirety by, the detailed information presented elsewhere in this Prospectus. For more details about the priority of payments before the acceleration of the Notes after an Event of Default, see "Description of the Notes" and "Terms and Conditions of the Notes".*



## TRANSACTION PARTIES AND DOCUMENTS DIAGRAM

*This diagram shows the role of each transaction party and each Transaction Document in this securitisation transaction. You should read this Prospectus completely, including "Transaction Parties", "Receivables", "Description of the Notes" and "Seller and Servicer", for more details about the roles of each transaction party in this securitisation transaction.*



1. **Receivables Sale Deed**  
The Seller sells Receivables on the Closing Date to the Issuer in exchange for the Initial Purchase Price and the Deferred Purchase Price  
The Seller makes representations to the Issuer about the Receivables and repurchases Non-Compliant Receivables
2. **Servicing Agreement**  
Black Horse Limited appointed as Servicer and receives the Servicing Fee  
The Servicer provides information on the Receivables and prepares Monthly Reports  
The Seller will repurchase Receivables that are the subject of a Non-Permitted Variation
3. **Cash Management Agreement**  
Black Horse Limited appointed as Cash Manager and receives a fee for the provision of cash management services  
The Cash Manager will administer transaction funds, based on the information provided by the Servicer  
The Cash Manager will, where applicable, apply available amounts to pay expenses of the Issuer and make payments on the Notes in accordance with the applicable Priority of Payments
4. **Junior Note Purchase Agreement**  
Black Horse Limited undertakes to subscribe for the Class S Notes
5. **Subordinated Loan Note Issuance Agreement**  
Black Horse Limited appointed as Subordinated Loan Provider  
The Subordinated Loan Provider will advance the Liquidity Reserve Loan, the Issuer Expenses Loan and the RV Top-Up Reserve Loan to the Issuer
6. **Swap Agreement**  
The Issuer enters into the Swap Transaction with the Swap Counterparty
7. **Trust Deed and Deed of Charge**  
The Notes are constituted by the Trust Deed  
All assets of the Issuer are charged or assigned to the Security Trustee to secure obligations of the Issuer (including the Notes)  
U.S. Bank Trustees Limited appointed Trustee and Security Trustee
8. **Subscription Agreement**  
The Lead Manager undertakes to subscribe for the Rated Notes
9. **Corporate Services Agreement**  
Intertrust Management Limited appointed as Corporate Services Provider of the Issuer and Holdings
10. **Agency Agreement**  
Elavon Financial Services DAC, UK Branch appointed as Principal Paying Agent and Registrar
11. **Account Bank Agreement**  
Lloyds Bank plc appointed as Account Bank and provides account services for the Distribution Account and the Liquidity Reserve Account
12. **RV Top-Up Reserve Account Bank Agreement**  
Lloyds Bank plc appointed as RV Top-Up Reserve Account Bank and provides account services for the RV Top-Up Reserve Account
13. **Back-Up Facilitator Agreement**  
Lloyds Bank plc appointed as Back-Up Facilitator
14. **Swap Guarantee**  
The Swap Guarantee will provide a guarantee in favour of the Issuer in respect of the Swap Counterparty's obligations under the Swap Agreement.

## OVERVIEW OF THE NOTES AND THE TRANSACTION

*This overview must be read as an introduction to this Prospectus and your decision to invest in the Notes should be based on a consideration of this Prospectus as a whole.*

*This overview describes the main terms of the offering of and payments on the Notes, the assets of the Issuer, the cash flows in this securitisation transaction and the credit enhancement available to each Class of Notes. It does not contain all of the information that you should consider in making your decision to purchase any Notes. To understand fully the terms of the Notes and the transaction structure, you should read this Prospectus completely, especially "Risk Factors" starting on page 16.*

### Transaction Overview

The Issuer will use the net proceeds from the sale of the Notes to purchase from the Seller a pool of receivables under or in relation to retail auto personal contract plan agreements, or "**Receivables**", which were originated in England and Wales by the Seller through motor vehicle dealers. The Issuer will issue the Notes on the Closing Date.

Available Principal Collections will be used by the Issuer to meet certain shortfalls in Available Interest Collections and to repay principal on the Notes. Any remaining Available Principal Collection will be applied as Available Interest Collections.

The Available Interest Collections will be used by the Issuer to pay the Issuer's expenses, to make payments to the Swap Counterparty, to pay interest on the Notes, to replenish the Liquidity Reserve Fund, to credit the Principal Deficiency Ledger, to pay interest and principal on the Subordinated Loan and to pay any Swap Counterparty Subordinated Amounts. Any remaining Available Interest Collections will be paid to the Seller in the form of the Deferred Purchase Price, subject to the applicable Priority of Payments.

### Transaction Parties

<b>Seller and Servicer</b>	Black Horse Limited
<b>Issuer</b>	Cardiff Auto Receivables Securitisation 2019-1 plc
<b>Trustee and Security Trustee</b>	U.S. Bank Trustees Limited
<b>Account Bank</b>	Lloyds Bank plc
<b>Cash Manager</b>	Black Horse Limited
<b>Principal Paying Agent and Registrar</b>	Elavon Financial Services DAC, UK Branch
<b>Subordinated Loan Provider</b>	Black Horse Limited
<b>Corporate Services Provider</b>	Intertrust Management Limited
<b>Back-Up Facilitator</b>	Lloyds Bank plc
<b>Swap Counterparty</b>	Black Horse Limited
<b>Swap Guarantor</b>	Lloyds Bank plc

For more details about the Transaction Parties and their roles in this securitisation transaction, see "*Principal Transaction Documents*".

### Closing Date

The Issuer expects to issue the Notes on or about 4 December 2019 (the "**Closing Date**").

### Cut-Off Date

The Issuer will purchase the Receivables on the Closing Date. The Issuer will only have a right to collections on the Receivables applied after the Cut-Off Date.

**Form and Denomination**

The Notes will be issued in registered form and in the denominations of £100,000 and multiples of £1,000 in excess of £100,000, up to and including £199,000. Interests in the Notes will be represented by the related Global Note. Except in certain limited circumstances, definitive notes will not be available, and no definitive notes will be issued with a denomination above £199,000.

The Global Notes will be issued under the NSS.

For more details about the form and denomination of the Notes, see "*Description of the Notes*".

**Status of the Notes**

The Notes will be constituted by a trust deed between the Issuer and the Trustee. The Notes are secured limited recourse obligations of the Issuer.

The Class A Notes will rank in priority to the Class B Notes and the Class S Notes, and the Class B Notes will rank in priority to the Class S Notes. Each Class of Notes will rank *pari passu* without preference among the Class.

For more details about the status of the Notes, see "*Description of the Notes*" and "*Terms and Conditions of the Notes*".

**Security for the Notes**

Under and pursuant to a deed of charge, the Issuer will assign, transfer and/or charge by way of security all of its assets, including the Receivables, the Ancillary Rights (including its interest in Vehicle Proceeds), the Issuer Accounts and all of its other rights under the Transaction Documents in favour of the Security Trustee to secure its obligations under the Transaction Documents. The Deed of Charge will be governed by English law.

For more details about the security for the Notes, see "*Description of the Notes*" and "*Principal Transaction Documents*".

**Payment Dates**

The Issuer will pay interest and principal on the Notes on "**Payment Dates**", which will be the 16th day of each calendar month (or, if not a Business Day, the next Business Day). The first Payment Date will be 16 January 2020.

Interest on the Rated Notes will accrue on the Principal Amount Outstanding of each Note at a per annum rate equal to Compounded Daily SONIA plus:

- (a) in the case of the Class A Notes, 0.63 per cent., the sum being subject to a floor of zero; and
- (b) in the case of the Class B Notes, 2.25 per cent., the sum being subject to a floor of zero.

Interest on the Class S Notes will accrue on the Principal Amount Outstanding of each Class S Note at a per annum rate equal to 4.00 per cent.

Unless previously redeemed in full, the Final Legal Maturity Date for each Class of Notes is listed below.

	<u>Final Legal Maturity Date</u>
Class A Notes .....	Payment Date falling in September 2025
Class B Notes.....	Payment Date falling in September 2025
Class S Notes.....	Payment Date falling in September 2025

It is expected that each Class of Notes will be paid in full earlier than its Final Legal Maturity Date, however the Issuer will not be obliged to pay a specific amount of principal of a Note on any date other than its Principal Amount Outstanding on its Final Legal Maturity Date. Failure to pay principal of a Note will not be an Event of Default until its Final Legal Maturity Date.



Amortisation of the Notes will commence on the first Payment Date, subject to availability of Available Principal Collections and application of Available Principal Collections in accordance with the Principal Priority of Payments.

For more details about the payment of interest and principal on each Payment Date, see "*Description of the Notes*" and "*Terms and Conditions of the Notes*".

### **Clean-Up Call Option**

The Seller will have an option (but will not be obliged) to repurchase all of the Receivables on any Payment Date after the aggregate Principal Amount Outstanding of the Rated Notes has been reduced to 10 per cent. or less of the initial aggregate Principal Amount Outstanding of the Rated Notes as at the Closing Date. The Seller may exercise its clean-up call option only if the purchase price for the Receivables is sufficient to redeem the Notes and all other fees and expenses of the Issuer. On the Seller's exercise of its clean-up call option, the Notes will be redeemed and paid in full by the Issuer.

For more details about the clean-up call option, see "*Description of the Notes – Option to purchase*", "*Principal Transaction Documents – Receivables Sale Deed – Clean-Up Call Option*" and "*Terms and Conditions of the Notes*".

### **Optional early redemption for taxation and other reasons**

If a change of law occurs after the Closing Date and the Issuer is required to deduct, withhold or account for tax on a payment by it on the Notes or would itself suffer a tax (other than on the Retained Amount) and the Issuer is unable to avoid such withholding or deduction or tax, then the Issuer may redeem all of the Notes.

For more details about the optional early redemption for taxation and other reasons, see "*Terms and Conditions of the Notes*".

### **Issuer's Assets**

The Issuer's assets will include:

- the Receivables and Collections on the Receivables applied after the Cut-Off Date;
- proceeds of the sale of Financed Vehicles in respect of which the Customer has not paid the Optional Final Payment or which have been returned to the Seller for any other reason;
- rights under the Receivable Agreements;
- proceeds from claims on insurance policies covering the Financed Vehicles or the Customers;
- rights under the Collection Account Trust;
- rights in the Issuer Accounts; and
- rights under the Transaction Documents.

### **The Receivables**

The Receivables that will be sold to the Issuer are rights to amounts payable under the Receivable Agreements originated in the United Kingdom and governed under the laws of England and Wales that relate to new and used Vehicles, or "**Financed Vehicles**". The purchasers of the Financed Vehicles who are responsible for making payments on the Receivables are retail customers, or "**Customers**". The agreements under which the Receivables arise take the form of personal contract purchase agreements (the "**Receivable Agreements**") between Black Horse and Customers. None of the Receivable Agreements are hire purchase agreements.

The Receivable Agreements are used for the financing of New Vehicles and Used Vehicles in the retail market. The Receivable Agreements contain standard rental terms where an initial payment may be required, followed by a series of equal monthly instalments and an optional additional larger "balloon" final

rental payment at the end of the term of the Receivable Agreement, where the Customer can either settle the contract by paying the balloon payment (and thereby purchase the Vehicle) or, subject to the Vehicle being in a condition acceptable to Black Horse and within agreed mileage (or if the Customer makes an additional payment to compensate for the additional mileage or unacceptable condition), return the vehicle to Black Horse in full and final settlement of the Receivable Agreement. If the customer does not exercise the purchase option Black Horse will sell the Vehicle and the sale proceeds of the Vehicle are transferred to the Issuer as Vehicle Proceeds, with any shortfall being written off by the Issuer and not recovered from the Customer.

Title to the Related Vehicles will remain with Black Horse until it is transferred to the relevant Customer under the terms of the relevant Receivable Agreement or is sold by Black Horse following either (a) repossession of the Vehicle from the relevant customer or (b) return of the relevant Vehicle by the Customer or (c) a return of a Vehicle under a VT Receivable or PCP balloon option by the relevant Customer.

Receivables with an aggregate outstanding principal balance of approximately £610,069,931 will be transferred to the Issuer on the Closing Date.

### Summary characteristics of the Portfolio as of the Cut-Off Date

Number of Receivables .....	21,328
Aggregate Outstanding Principal Balance .....	£610,069,931.05
Average Outstanding Principal Balance .....	£28,604.18
Weighted Average Original Principal.....	£39,011.23
Weighted Average Original Loan-To-Value .....	86.74%
Weighted Average Interest Rate .....	5.94%
New (by number of contracts).....	59.41%
New (by value).....	71.64%
Used (by number of contracts) .....	40.59%
Used (by value) .....	28.36%
Individual contracts .....	100.00%
Corporate contracts .....	0.00%

For more details about the information in this table, including how it is calculated and defined, and for more information about the characteristics of the Receivables and for more details about the aggregate net present value of the Receivables, see "*The Portfolio*".

### Eligibility Criteria

The Receivables were selected by Black Horse from its portfolio of Receivable Agreements that meet the Eligibility Criteria using selection procedures that Black Horse believes not to be adverse to Noteholders. The Eligibility Criteria include that:

1. As at the Cut-Off Date, each Receivable:
  - (a) has been randomly selected from a pool of eligible loans;
  - (b) relates to a New Vehicle or Used Vehicle;
  - (c) arises under a Receivable Agreement designed as a fixed rate personal contract purchase agreement;
  - (d) is denominated and payable in Sterling;
  - (e) is not a Defaulted Receivable, a PCP Handback Receivable or a VT Receivable;
  - (f) has an Outstanding Principal Balance of not less than £1,000 or greater than £80,000;
  - (g) is not a Delinquent Receivable;
  - (h) has had at least one monthly payment made in respect of it by the Customer;
  - (i) is not a Receivable Agreement in respect of which insurance products have been sold or financed;

- (j) does not have an annual percentage rate of the total charge for credit (APR) in excess of 25 per cent;
  - (k) has a credit score of "A" in accordance with the Seller's Credit and Collection Procedures;
  - (l) is freely transferable by the Seller;
  - (m) in respect of which no withholding taxes are applicable to any payments made under the relevant Receivable Agreement;
  - (n) in respect of which no stamp duty or stamp taxes are payable in connection with the assignment or transfer over or in respect of the Receivables or Ancillary Rights to the Issuer;
  - (o) in respect of which, the Seller's interest in relation to the Related Vehicle is registered with a nationally recognised agency that regulates and records interests in vehicles (including Car Data Register);
  - (p) is not classified on the Seller's systems or identified in its records as "Refer to File" indicating that it falls into one or more specified categories which, for example, indicates quality disputes, modified agreements, voluntary terminations, insurance claim pending, cast doubt on the creditworthiness of the Customer, such as where fraud is suspected or legal proceedings have been commenced;
  - (q) is due from a Customer who does not have a credit assessment indicating, based on the originator's underwriting policy, a significant risk that contractually agreed payments will not be made;
  - (r) has a remaining term of not less than two months;
2. as at the relevant origination date, in respect of each Receivable, the Related Receivable Agreement:
- (a) is due from a Customer who:
    - (i) was resident in England or Wales;
    - (ii) was not insolvent or bankrupt and no proceedings for the commencement of insolvency proceedings are pending in any jurisdiction against it (to the best knowledge of the originator); and
    - (iii) has not had a county court judgment entered or awarded against him on or in the three years prior to the date of origination of the relevant Receivable.
  - (b) was originated at point of sale, and not by direct lending;
  - (c) has been entered into with a Customer that is an individual;
  - (d) was originated on or after 1 April 2017;
  - (e) did not have a loan-to-value ratio of over 100 per cent;
  - (f) had a term of not more than 50 months; and
  - (g) had a term of not less than six months; and
3. on each date on which a Variation is agreed in respect of a Purchased Receivable, the Variation is not a Non-Permitted Variation.

For more details about the eligibility criteria of the Receivables, see "*The Portfolio – Selection of Receivables*".

## Servicer

Black Horse will be the Servicer of the Receivables.

The Servicer is responsible for collecting payments on the Receivables, administering payoffs, defaults and delinquencies and repossessing Financed Vehicles and selling repossessed and redelivered Vehicles and liquidating Financed Vehicles.

The Servicer will prepare Monthly Reports on the Receivables, payments on the Notes and credit enhancement.

The Servicer will act as custodian and maintain custody of the Receivables files.

For more details about the servicing of the Receivables, see "*Principal Transaction Documents – Servicing Agreement*".

## Cash Manager

Black Horse will be the Cash Manager. The Cash Manager is responsible for managing the Issuer's accounts, calculating and arranging for payments to be made on behalf of the Issuer from such accounts on the basis of information in the Monthly Report provided to it by the Servicer.

## Priority of Payments

On each Payment Date, the Issuer will use Available Funds from the Collection Period to make payments in the order of priority listed below.

Available Funds will consist primarily of Collections on the Receivables. This priority of payments will apply unless the Notes are accelerated after an Event of Default.

### *Interest Priority of Payments*

On each Payment Date before the service of an Enforcement Notice, the Issuer will apply the Available Interest Collections to make payments in the order of priority listed below:

- (i) **Retained Amount** – in or towards retention by the Issuer of the Retained Amount, from which the Issuer will (amongst other things) discharge its liability to corporation tax, the Tax Creditors for Taxes (which cannot be paid out of amounts previously retained as the Retained Amount) and any arrears remaining unpaid for any such liabilities or expenses, *pari passu* and *pro rata* amongst themselves;
- (ii) **Amounts due to the Security Trustee and the Trustee** – in or towards payment, *pro rata* and *pari passu*, of amounts due to:
  - (A) the Security Trustee, together with interest and any amount in respect of Tax (if any) on those amounts, and to make provision for any amounts due or to become due during the following Calculation Period to the Security Trustee under the Deed of Charge; and
  - (B) the Trustee, together with interest and any amount in respect of Tax (if any) on those amounts, and to make provision for any amounts due or to become due during the following Calculation Period to the Trustee under the Trust Deed.

in each case, together with any arrears remaining unpaid for such amounts;

- (iii) **Amounts due to the Principal Paying Agent and the Registrar** – in or towards payment, *pro rata* and *pari passu*, of amounts due to the Agents together with interest and any amount in respect of VAT (if any) on those amounts, and any costs, charges, liabilities and expenses then due or to become due during the following Calculation Period to the Agents under the Agency Agreement;
- (iv) **Amounts due to the Swap Counterparty** – in or towards payment, *pro rata* and *pari passu*, of amounts due to the Swap Counterparty together with interest and any amount in respect of VAT (if any) on those amounts, and any costs, charges, liabilities and expenses then due or to become

due during the following Calculation Period to the Swap Counterparty under the Swap Agreement (in each case, other than Swap Counterparty Subordinated Amounts);

- (v) **Amounts due to third parties** – in or towards payment, *pro rata* and *pari passu*, of amounts due to any third party creditors of the Issuer up to a maximum amount equal to £20,000 (other than those referred to later in this priority of payments), which amounts have been incurred without breach by the Issuer of the Transaction Documents to which it is a party and for which payment has not been provided for elsewhere and to provide for any of those amounts expected to become due and payable during the following Interest Period by the Issuer and, to the extent the Retained Amounts are insufficient, to the extent of any insufficiency to pay or discharge any corporation tax liability of the Issuer;
- (vi) **Amounts due to Transaction Parties** – in or towards payment, *pro rata* and *pari passu*, of amounts due to:
  - (A) the Cash Manager, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to the Cash Manager in the immediately succeeding Interest Period, under the Cash Management Agreement;
  - (B) the Servicer, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to the Servicer, in the immediately succeeding Interest Period, under the Servicing Agreement;
  - (C) the Corporate Services Provider, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due, or to become due to the Corporate Services Provider in the immediately succeeding Interest Period, under the Corporate Services Agreement;
  - (D) the Account Bank, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to the Account Bank in the immediately succeeding Interest Period, under the Account Bank Agreement;
  - (E) the RV Top-Up Reserve Account Bank, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to the RV Top-Up Reserve Account Bank in the immediately succeeding Interest Period, under the RV Top-Up Reserve Account Bank Agreement;
  - (F) to the extent applicable, the Back-Up Facilitator, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to the Back-Up Facilitator in the immediately succeeding Interest Period, under the Back-Up Facilitator Agreement;
  - (G) any auditors of, and other professional advisers to, the Issuer; and
  - (H) any Insolvency Official of the Seller, the Incentive Fee (if any);
- (vii) **Class A Interest** – in or towards payment, *pari passu* and *pro rata*, to the Class A Noteholders of interest due and payable on the Class A Notes;
- (viii) **Class B Interest** – in or towards payment, *pari passu* and *pro rata*, to the Class B Noteholders of interest due and payable on the Class B Notes;
- (ix) **Liquidity Reserve Fund** – in or towards payment to the Liquidity Reserve Account of the amount required to replenish the Liquidity Reserve Fund to the Liquidity Reserve Fund Required Amount;
- (x) **Principal Deficiency Ledger** – in or towards credit to the Principal Deficiency Ledger in the following order to reduce:
  - (A) the Class A Principal Deficiency Ledger to zero (by crediting the Class A Principal Deficiency Ledger);

- (B) the Class B Principal Deficiency Ledger to zero (by crediting the Class B Principal Deficiency Ledger); and
- (C) the Class S Principal Deficiency Ledger to zero (by crediting the Class S Principal Deficiency Ledger);
- (xi) **RV Top-Up Reserve Loan Interest Shortfall** – in or towards payment to the Subordinated Loan Provider of any RV Top-Up Reserve Loan Interest Shortfall due and payable on the RV Top-Up Reserve Loan;
- (xii) **RV Top-Up Reserve Loan Principal** – in or towards payment to the Subordinated Loan Provider of any principal amount due and payable on the RV Top-Up Reserve Loan up to an amount equal to the RV Top-Up Reserve Drawn Amount on such Payment Date;
- (xiii) **Class S Interest** – in or towards payment, *pari passu* and *pro rata*, to the Class S Noteholder of interest due and payable on the Class S Notes;
- (xiv) **Swap Counterparty Subordinated Amounts** – in or towards payment of any Swap Counterparty Subordinated Amounts, if any, due and payable to the Swap Counterparty in respect of the Swap Agreement;
- (xv) **Other amounts due by Issuer** – in or towards payment, *pari passu* and *pro rata*, to any other party of any amounts due by the Issuer under the Transaction Documents to whom payment has not already been provided for elsewhere;
- (xvi) **Liquidity Reserve Loan and Issuer Expenses Loan Interest** – in or towards payment, *pari passu* and *pro rata*, to the Subordinated Loan Provider of any interest due and payable on the Liquidity Reserve Loan or the Issuer Expenses Loan;
- (xvii) **Issuer Expenses Loan Principal** – in or towards payment to the Subordinated Loan Provider of any principal amount due and payable on the Issuer Expenses Loan; and
- (xviii) **Deferred Purchase Price** – in payment to the Seller of all remaining Available Interest Collections as Deferred Purchase Price,

in each case only to the extent that all payments of a higher priority to be paid or provided for on such Payment Date have been made in full.

#### *Principal Priority of Payments*

On each Payment Date before the service of an Enforcement Notice, the Issuer will apply the Available Principal Collections to make the payments in the order of priority listed below:

- (i) **Remaining Interest Collections Shortfall** – in or towards application of an amount equal to the Remaining Interest Collections Shortfall as Available Interest Collections;
- (ii) **Class A Principal** – in or towards payment, *pari passu* and *pro rata*, to the Class A Noteholders of principal of the Class A Notes until paid in full;
- (iii) **Class B Principal** – in or towards payment, *pari passu* and *pro rata*, to the Class B Noteholders of principal of the Class B Notes until paid in full;
- (iv) **Class S Principal** – in or towards payment, *pari passu* and *pro rata*, to the Class S Noteholders of principal of the Class S Notes until paid in full; and
- (v) **Available Interest Collections** – in application of any remaining amounts to Available Interest Collections,

but in each case only to the extent that all payments of a higher priority to be paid or provided for on such Payment Date have been made in full.

For more details about the Priority of Payments and the allocation of funds on each Payment Date, see "Terms and Conditions of the Notes".

## Events of Default

Each of the following will be an "Event of Default" under the Notes:

- the Issuer fails to pay interest due on Notes of the Controlling Class within five business days of its due date;
- the Issuer fails to pay the principal amount of a Class of Notes in full on its Final Legal Maturity Date;
- the Issuer breaches its obligations under the Transaction Documents and such breach has a Material Adverse Effect and is (a) incapable of remedy or (b) if capable of remedy, remains unremedied for 60 calendar days;
- the Security granted under the Transaction Documents becoming void, unenforceable or ineffective; and
- an Insolvency Event regarding the Issuer.

On the occurrence of an Event of Default, the Notes may be declared immediately due and payable by the Trustee in its absolute discretion or in compliance with the directions of the Controlling Class acting by way of a written resolution or by way of an extraordinary resolution (and subject to the Trustee having been indemnified and/or secured and/or prefunded to its satisfaction).

If the Notes are accelerated after an Event of Default, the priority of payments will change and the Issuer will not pay interest on Notes that are not part of the Controlling Class until both interest and principal on the Controlling Class are paid in full and all Issuer expenses are paid in full.

For more details about the events of default and the rights of noteholders and the priority of payments following an Event of Default, see "*Description of the Notes*" and "*Terms and Conditions of the Notes*".

## Controlling Class

Holders of the Controlling Class will control certain amendments to the Transaction Documents as well as certain decisions regarding the Issuer, including whether to waive an Event of Default and a Servicer Termination Event, or accelerate the Notes, cause a sale of the Receivables or direct the Trustee to exercise other remedies following an Event of Default. Holders of Notes that are not part of the Controlling Class will not have these rights. Notes of the Controlling Class held by Black Horse or its affiliates will not be considered outstanding for these purposes unless Black Horse or its affiliates hold all of the Controlling Class of Notes.

The "**Controlling Class**" will be the holders of Class A Notes as long as Class A Notes are outstanding and, thereafter, the holders of the Class B Notes as long as Class B Notes are outstanding and, thereafter, the holders of the Class S Notes.

For more details about the actions that the Controlling Class may direct, see "*Terms and Conditions of the Notes*".

## Credit Enhancement

Credit enhancement provides protection for the Notes against losses on the Receivables and potential shortfalls in the amount of cash available to the Issuer to make required monthly payments. If the credit enhancement is not sufficient to cover all amounts payable on the Notes, the losses will be allocated to the Notes by reverse seniority with junior Notes bearing the risk of loss before more senior Classes.

The following credit enhancement will be available to the Issuer.

### *Subordination*

The Issuer will pay interest on the Class A Notes, and then will pay interest sequentially to the remaining Classes of Notes in order of seniority. The Issuer will not pay interest on the Class B Notes until all interest

due on the Class A Notes is paid in full and will not pay interest on the Class S Notes until all interest due on the Class A Notes and the Class B Notes is paid in full.

The Issuer will pay principal sequentially to each Class of Notes in order of seniority. The Issuer will not pay principal on the Class B Notes until the principal amounts of the Class A Notes are paid in full and will not pay principal on the Class S Notes until the principal amounts of the Class A Notes and the Class B Notes are paid in full.

For more details about the priority of payments, including changes to the priority after an Event of Default and acceleration of the Notes, see "*Description of the Notes*" and "*Terms and Conditions of the Notes*".

#### *Excess Spread*

On each Payment Date, excess spread is the amount of any excess Available Interest Collections, following the payment of prior ranking items in the Interest Priority of Payments, including the sum of the Trustee and Security Trustee fees and other senior expenses of the Issuer, the Servicing Fee, payments to the Swap Counterparty, interest on the Rated Notes and the replenishment of the Liquidity Reserve Fund.

Excess spread will be used to cover losses on Defaulted Receivables, VT Receivables and PCP Handback Receivables. Remaining amounts will be paid to, among others, the Swap Counterparty as Swap Counterparty Subordinated Amounts, the Subordinated Loan Provider as payments of interest and principal on the Subordinated Loan, and the Seller as Deferred Purchase Price.

For more details about the use of excess spread as credit enhancement for the Notes, see "*Credit Enhancement – Excess Spread*".

#### *RV Top-Up Reserve Fund*

The RV Top-Up Reserve Fund will be put in place to provide structural protection for the Rated Notes in respect of certain shortfalls (a) between Vehicle Proceeds and the Optional Final Payment in relation to PCP Handback Receivables and (b) in the Vehicle Proceeds arising from a Receivable becoming a VT Receivable. The RV Top-Up Reserve Fund will be funded on the Closing Date using the proceeds of the RV Top-Up Reserve Loan.

For more details about the RV Top-Up Reserve Fund, see "*Credit Enhancement – RV Top-Up Reserve Fund*".

### **Repurchases of Receivables**

#### *Repurchase of Receivables for Breach of Representations and Warranties*

Black Horse will make representations and warranties about the Receivables to the Issuer. Generally, these representations and warranties relate to legal standards for origination and transfer of the Receivables, terms of the agreements, and the nature of the interest in the Receivables and the Financed Vehicles. Black Horse will repurchase any Non-Compliant Receivable, not later than the end of the Calculation Period immediately following the Calculation Period in which the party discovering such breach gave written notice thereof to the others, for a repurchase price equal to the Outstanding Principal Balance of such Receivable as at the Closing Date, less any amounts (without double-counting) in respect of any Principal Element recovered or received by the Issuer in respect of that Receivable as at the date of repurchase. In the case of a Purchased Receivable which did not exist, or has ceased to exist, such that it is not outstanding on the date on which it is otherwise due to be repurchased, Black Horse will not be obliged to repurchase the relevant Receivable but will pay to the Issuer the Receivables Indemnity Amount.

Where any Purchased Receivables are determined to be in breach of any Receivables Warranties made (including the Eligibility Criteria) by reason of a Receivable Agreement (or part thereof) being determined illegal, invalid, non-binding, unenforceable or cancellable under the CCA, the Seller will not be obliged to repurchase the relevant Receivables but will pay the CCA Compensation Payment to the Issuer, being an amount, calculated by the Servicer in accordance with the Servicing Agreement, required to compensate the Issuer for any loss arising as a result thereof.



For more details about the representations made in connection with the sale of the Receivables to the Issuer and the repurchase obligation if these representations are breached, see "*Principal Transaction Documents – Receivables Sale Deed*" and "*– Servicing Agreement*".

*Repurchase of Receivables for Servicer Actions*

Black Horse as Seller must purchase a Receivable from the Issuer if the Servicer makes any modifications to a Receivable Agreement relating to a Receivable which is a "**Non-Permitted Variation**". A Non-Permitted Variation is any change to a Receivable Agreement that relates to a Purchased Receivable which has the effect of:

- reducing the Outstanding Principal Balance of the Purchased Receivable;
- sanctioning any kind of payment holiday;
- reducing the total interest payable by the Customer over the term of the Purchased Receivable; or
- extending the term of the Purchased Receivable.

For more details about Non-Permitted Variations and the purchase obligation for these receivables, see "*Principal Transaction Documents – Receivables Sale Deed*".

*Seller Indemnity for exercise of set-off, equity or counterclaim by a Customer*

Where a Customer has exercised or purported to exercise any right of set-off in respect of any debt (present or future, actual or contingent) due or owing by such Customer to the Seller or alleged to be so due and owing (including, without limitation, any right of set-off pursuant to Section 56 and Section 75 and Section 75A of the CCA, or Sections 9(1) or 10(3) of the Consumer Rights Act 2015 and the SGITA); or netting, any other equity, counterclaim or other similar right or action which reduces any amount payable by such Customer in respect of such Purchased Receivable, Black Horse as seller will pay to the Issuer or Security Trustee (as applicable) the Set-Off Indemnity Amount.

For more details about Exercise of set-off, netting, equity or counterclaim by a Customer, see "*Principal Transaction Documents – Receivables Sale Deed*".

**Ratings**

The Issuer expects that the Rated Notes will receive the credit ratings listed below from the Rating Agencies:

	S&P	DBRS
Class A Notes .....	AAA(sf)	AAA(sf)
Class B Notes.....	A(sf)	A(high)(sf)

The Class S Notes will not be rated.

Each of DBRS and S&P is established in the European Community and registered under the Credit Rating Agencies Regulation 1060/2009 of the European Parliament and the Council of 16 September 2009, and are included in the list of registered credit rating agencies published on the website of the European Securities and Markets Authority at [www.esma.europa.eu](http://www.esma.europa.eu).

The ratings of the Notes will reflect the likelihood of the timely payment of interest and the ultimate repayment of principal on the Notes according to their terms. Each Rating Agency rating the Notes will monitor its ratings under its normal surveillance process. A Rating Agency may change or withdraw an assigned rating at any time. A rating action taken by one Rating Agency may not necessarily be taken by another rating Agency. No transaction party will be responsible for monitoring changes to the ratings of the Notes.

**Listing**

Application has been made to the FCA for the Rated Notes to be listed on the FCA's Official List and to the London Stock Exchange plc for the Rated Notes to be admitted to trading on its regulated market.

**Clearing System**

Clearstream, Luxembourg and Euroclear, each an "ICSD".

**Tax Status of the Notes**

See "*Taxation*".

**Withholding Tax**

All payments of interest and principal on the Notes will be made without withholding taxes, unless required by law (or under FATCA). If withholding is required, the Issuer will not be obliged to make additional payments.

**Selling Restrictions**

See "*Subscription and Sale*".

**Clearing Codes**

	<u>ISIN</u>	<u>Common Code</u>	<u>CFI</u>	<u>FISN</u>
Class A Notes .....	XS2061883752	206188375	DAVNFR	CARDIFF AUTO RE/VARASST BKD 2025091
Class B Notes.....	XS2061883836	206188383	DAVNFR	CARDIFF AUTO RE/VARASST BKD 2025091

## RISK FACTORS

*The following is an overview of certain aspects of the Notes of which investors in the Notes should be aware, but it is not intended to be exhaustive and for more details investors should read the information set out elsewhere in this Prospectus.*

*The Notes are sophisticated instruments, which can involve a significant degree of risk. Investors should ensure that they understand thoroughly the nature and terms of the Notes and the extent of their exposure to the relevant risk and be familiar with the behaviour of any relevant indices and financial markets. Investors should also ensure that they (a) have sufficient knowledge, experience and access to professional advice to make their own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Notes and the information contained in this Prospectus, (b) have 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, (c) consider the suitability of the Notes as an investment in light of their own circumstances and financial condition, (d) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes and (e) are 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.*

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

*Various factors that may affect the Issuer's ability to fulfil its obligations under the Notes are categorised below as:*

1.	<i>Risks related to the availability of funds to pay the Notes .....</i>	<i>17</i>
2.	<i>Risks relating to the Underlying Assets and the performance of the Notes .....</i>	<i>18</i>
3.	<i>Risks relating to the Underlying Assets and the lives of the Notes .....</i>	<i>22</i>
4.	<i>Macro-Economic Risks .....</i>	<i>23</i>
5.	<i>Counterparty Risks.....</i>	<i>24</i>
6.	<i>Risks relating to the Structure.....</i>	<i>25</i>
7.	<i>Risks relating to the Characteristics of the Notes.....</i>	<i>28</i>
8.	<i>Legal and Regulatory Risks relating to the Underlying Assets.....</i>	<i>31</i>
9.	<i>Legal and Regulatory Risks relating to the Structure and the Notes .....</i>	<i>36</i>

*Several risks may fall into more than one of these nine categories and investors should therefore not conclude from the fact that a risk factor is discussed under a specific category that such risk factor could not also be discussed under one or more other categories.*

*None of the Issuer, the Arranger, the Lead Manager nor any other Transaction Party is acting as an investment adviser, or assumes any fiduciary obligation, to any investor in the Notes and investors may not rely on any such entity. The Transaction Parties do not assume any responsibility for conducting or failing to conduct any investigation into the business, financial condition, prospects, creditworthiness, status and/or affairs of any of the Transaction Parties.*

## **RISKS RELATED TO THE AVAILABILITY OF FUNDS TO PAY THE NOTES**

### **The assets of the Issuer are limited and are the only source of payment for your Notes**

The Issuer will not have assets or sources of funds other than the Receivables and related property it owns. Credit and payment enhancement is limited. Your Notes will not be insured or guaranteed by Black Horse or its affiliates or anyone else. If these assets or sources of funds or enhancements are insufficient to pay your Notes in full, you will incur losses on your Notes.

For more details about the Issuer not having title to the Financed Vehicles, see "*Risk Factors – Risks relating to the Underlying Assets and the Performance of the Notes – No transfer of title to financed vehicles*".

The Notes will be limited recourse obligations of the Issuer. The primary source of funds for payments of your Notes will be the Receivables, or the sale of Vehicles handed back by Customers under VT Receivables and PCP balloon options. If Customers default on the Receivables, the Issuer should be able to obtain funds from the realisation of the related Financed Vehicles by Black Horse and, in some cases, from third party insurance or comprehensive vehicle insurance but this may not be adequate to ensure timely and full payment of the Notes. Other than the foregoing, payments due to the Issuer under the Swap Agreement, the Liquidity Reserve Fund and the RV Top-Up Reserve Fund and interest earned on the Distribution Account and the Liquidity Reserve Account or alternative investments, the Issuer is not expected to have any other funds to meet its obligations under the Notes.

For more details about the insurance, see "*Seller, Servicer, Cash Manager and Subordinated Loan Provider – Origination, Underwriting and Purchasing – Insurance*".

The Issuer's ability to make full payments of interest and principal on the Notes will also depend on Black Horse performing its obligations under the Servicing Agreement to collect amounts due from Customers and/or recover Vehicles and realise sale proceeds, and transfer amounts so collected to the Distribution Account and the Cash Manager performing its obligations under the Cash Management Agreement. In the case of a principal shortfall on the Final Legal Maturity Date only, the Issuer may use amounts in the Liquidity Reserve Fund. It is not certain whether the level of liquidity support provided will be adequate to ensure timely and full payment of the Notes.

In the event that the net proceeds of enforcing and realising all the Security are (after application of the proceeds in accordance with the provisions of the Deed of Charge) insufficient to discharge in full all amounts then due and payable to any Secured Parties (which include the Noteholders), the Issuer's obligation in respect of the unpaid amount shall be automatically extinguished and such Secured Parties shall have no further claim against the Issuer in respect of such unpaid amount.

In the event of non-payment of any sum due and payable to a Secured Party, that Secured Party's only remedy shall be the Security Trustee's enforcement of the Security in accordance with the provisions of the Deed of Charge and the other Transaction Documents.

### **Non Petition**

The Secured Parties (or any other person acting on behalf of any of them) and each other party to the Transaction Documents shall not be entitled to take any action or commence any proceedings to recover any amounts due and payable by the Issuer under the Transaction Documents (except for the Security Trustee and Trustee as permitted pursuant to the Transaction Documents) or to take any action or commence any proceedings or petition a court for the liquidation of the Issuer, nor enter into any arrangement, reorganisation or insolvency proceedings in relation to the Issuer whether under the laws of England and Wales or other applicable bankruptcy laws until two years and one day after the payment or extinguishment of all Secured Obligations of the Issuer.

### **An Event of Default and acceleration of the Notes may result in earlier than expected payment of your Notes or losses on your Notes**

An Event of Default may result in the remaining amounts due on the Notes being declared immediately due and payable. If collections on the Receivables and the proceeds of a sale of Receivables (or, following delivery of an Enforcement Notice the proceeds of enforcement of the Security) are insufficient to pay the amounts owed on your Notes, you may have delays in payments or losses on your Notes. If the principal

owing on your Notes is paid earlier than expected, you may not be able to reinvest the principal at a rate of return that is equal to or greater than the rate of return on your Notes. If the Notes are accelerated after an Event of Default, the Issuer will not pay interest on or principal of Notes that are not part of the Controlling Class until all interest on and principal of the Notes of the Controlling Class is paid in full.

For more details about the Events of Default, acceleration of the Notes and the change in the Priority of Payments following certain Events of Default and acceleration of the Notes, see "*Description of the Notes*" and "*Terms and Conditions of the Notes*".

## **RISKS RELATING TO THE UNDERLYING ASSETS AND THE PERFORMANCE OF THE NOTES**

### **Performance of the Receivables is uncertain**

Historical performance and reference to historical information cannot give assurance that performance will remain constant. The performance of the Receivables depends on a number of factors, including economic conditions, unemployment levels, the circumstances of individual Customers, Black Horse's underwriting standards at origination, the resale value of repossessed or returned Vehicles, the terms of the Receivable Agreements which may be amended following origination and the success of Black Horse's servicing and collection strategies which may change over time.

Vehicles that are repossessed or returned by Customers are typically sold at auctions as used vehicles. The pricing of used vehicles is affected by supply and demand for those vehicles, which is influenced by many factors including consumer tastes, economic conditions, fuel costs, the introduction and pricing of new vehicle models, the impact of vehicle recalls or the discontinuation of vehicle models or brands. An adverse impact on the resale value for repossessed vehicles could result in increased losses on the Receivables and losses on your Notes.

Consequently, no accurate prediction can be made of how the Receivables will perform based on credit evaluation scores or other similar measures. Ultimately, this could result in losses on the Notes.

### **Insolvency of Customers**

As the Customers are persons resident in England and Wales, English insolvency laws would apply to a Customer's bankruptcy.

If the Customer is an individual and the account is in arrears, unless Black Horse has agreed with the official receiver or the trustee in bankruptcy that the official receiver or trustee in bankruptcy will adopt the Receivable Agreement (in which case the Receivable Agreement will be settled in full), the Customer's obligation to pay any shortfall remaining following repossession of the Vehicle or voluntary termination of the Receivable Agreement and the return and sale of the Vehicle may not be enforceable against the official receiver or trustee.

Consequently, in such circumstances the Issuer may receive payment of only part of the balance outstanding under a Receivable Agreement.

Furthermore, in the event of an individual voluntary arrangement, a debt arrangement scheme or a creditor's voluntary arrangement, the Issuer may receive payment of only part of the balance outstanding under a Receivable Agreement or payment of the balance may be extended beyond the original term of the contract. In such circumstances the Issuer may receive payment of only part of the balance outstanding under a Receivable Agreement or the full balance over an extended period of time.

The securitisation transaction has been structured to take into account potential defaults by the Customers but may not provide protection against all risks of loss and does not guarantee payment of interest and repayment of the entire principal amount of your Notes.

For more details about the insolvency of the customers, see "*The Seller, Servicer, Cash Manager, Subordinated Loan Provider and Swap Counterparty – Servicing and Collections*".

### **Balloon payments may result in higher losses**

Receivable Agreements are structured as balloon receivables with a substantial portion of the original principal amount under the Receivables optionally repayable in a single instalment at maturity. By deferring the repayment of a substantial portion of the principal amount of the Receivables until their final maturity date, the impact of non-payment of the balloon payment under the balloon receivable will be greater than under an amortising receivable, assuming both receivables have the same term. This could result in delays in payments or losses on your Notes.

### **Right to Financed Vehicles**

The Issuer will acquire from Black Horse interests in the Receivables, including rights to receive certain payments from Customers under the Receivable Agreements, the Vehicle Proceeds and other Ancillary Rights under the Receivable Agreements. Black Horse will agree not to impair the rights of the Issuer in the Receivables except by the proper performance of its obligations under the Servicing Agreement. Title to the Related Vehicles will remain with Black Horse until it is transferred to the relevant Customer under the terms of the relevant Receivable Agreement or is sold by Black Horse following either (a) repossession of the Vehicle from the relevant Customer or (b) a return of a Vehicle under a VT Receivable or PCP balloon option by the relevant Customer.

It may be difficult to repossess a Financed Vehicle. In addition, Vehicle Proceeds may be less than the amount owed under the related Receivable Agreement and a Financed Vehicle may be subject to an existing lien (for example, mechanics' liens). Action to recover outstanding amounts may not be pursued if to do so would be uneconomic. This may adversely impact your Notes by reducing the amounts available to pay principal of and interest on your Notes.

As the Issuer does not have any rights in, over or to the Vehicles but only to the Vehicle Proceeds thereof, if the Seller becomes insolvent, the Issuer is reliant on an administrator or liquidator of the Seller taking appropriate steps to sell a Vehicle that has been returned or repossessed. As the Vehicle Proceeds have been assigned to the Issuer pursuant to the Receivables Sale Deed, the Vehicles will have no economic value to the insolvent estate of the Seller and therefore to the Seller's creditors as a whole. It is unlikely that an administrator or liquidator of the Seller will have an incentive to take steps to deal with the Vehicles contrary to the contractual terms of the Transaction Documents.

To incentivise the liquidator or administrator to realise the value of the Vehicles or alternatively to cooperate in a realisation, following the appointment of a liquidator or administrator for the Seller, the Issuer is required to pay the Incentive Fee to the liquidator or administrator. The Incentive Fee may be set off from the Vehicle Proceeds. However, there can be no certainty that an administrator or liquidator would take such actions to sell Vehicles returned or recovered. A failure or delay on the part of an administrator or liquidator to sell or consent to the sale of a Vehicle could also have an adverse effect on the ability of the Issuer to make payments on the Notes.

For more details about the Vehicles that are repossessed or returned by Customers, see "*Performance of the Receivables is uncertain*".

### **Reliance on residual value**

Under the Receivable Agreements, a Customer is given several options at the conclusion of the Receivable Agreement. A Customer can satisfy its obligations under a Receivable Agreement by retaining the Financed Vehicle and paying the final balloon payment or by returning the Financed Vehicle to Black Horse instead of paying the balloon payment. If the Customer decides not to make the balloon payment and instead returns the Financed Vehicle to Black Horse, the Issuer will be exposed to the risk that the residual value of the Financed Vehicle may be less than anticipated at the outset of the Receivable Agreement and thus less than the amount outstanding under the relevant Receivable Agreement. This may adversely impact your Notes by reducing the amounts available to pay principal of and interest on your Notes.

For more details, see "*The Seller, Servicer, Cash Manager, Subordinated Loan Provider and Swap Counterparty – Origination, Underwriting and Purchasing – PCP Agreements*".

If Black Horse were to become insolvent or suffer sustained financial difficulties, the residual value of the Vehicles could be adversely affected. This could also have an adverse effect on dealers and could cause disruption or delay in the Vehicle return process for the Receivable Agreements.

For more details about the performance of the Receivables, see "*Receivables*" and "*Seller and Servicer*".

### **The RV Top-Up Reserve Fund does not guarantee the entire residual value**

While the Issuer has the RV Top-Up Reserve Fund available to it to help provide structural protection for the Rated Notes in respect of the risk of certain shortfalls (a) between Vehicle Proceeds and the Optional Final Payment in relation to PCP Handback Receivables and (b) in the Vehicle Proceeds arising from a Receivable becoming a VT Receivable. The RV Top-Up Threshold Amount in respect of each Receivable is less than the Optional Final Payment under the related Receivable Agreement. As such, in the event that the Vehicle Proceeds in relation to a PCP Handback Receivable or a VT Receivable are less than the Optional Final Payment, the RV Top-Up Threshold Amount will not be sufficient to ensure that the Issuer receives the full expected residual value in relation to a Vehicle. This could, in turn, have an adverse effect on the ability of the Issuer to make payments on the Notes.

### **Excessive prepayments and defaults on the higher weighted average annual percentage rate of the total charge per creditor ("APR") Receivables may adversely impact your Notes**

Some of the Receivables will have APRs that are less than the interest rate on the Notes, plus fees and expenses of the Issuer. Payments on Receivables with higher APRs compensate for the payments made on Receivables with lower APRs. Excessive prepayments and defaults on the higher APR Receivables may adversely impact your Notes by reducing the amounts available to pay principal of and interest on your Notes.

### **Value of Financed Vehicles**

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

In addition international, national and local standards regarding emissions by Vehicles, including CO<sub>2</sub> emissions, fuel consumptions, engine performance and noise emissions are currently subject to discussions including the strengthening of the tax regime for diesel Vehicles and tighter regulatory standards for diesel Vehicles' exhaust emission benchmarks. It is not clear at this stage whether such standards will apply only to New Vehicles or will be extended to Used Vehicles. As a result, there is a risk of decline of the market value of diesel Vehicles.

A recent feature of the Vehicle market has also been the production of hybrid and/or wholly electric Vehicles. Such developments in the auto industry may have an adverse impact on the resale market value of diesel Vehicles.

### **Geographic concentration may result in more risk to you**

As at the Cut-Off Date, the Customers were spread across various regions in the United Kingdom as shown in "*The Portfolio – Composition of the Receivables – Area Analysis*", with certain regions having larger concentrations than others. Economic conditions or other factors affecting these areas of the United Kingdom in particular could adversely impact the delinquency, credit loss or repossession experience of the Issuer and could result in delays in payments or losses on your Notes.

For more details about delinquency, and credit loss experience for Black Horse's portfolio of receivable retail contracts, see "*The Seller, Servicer, Cash Manager, Subordinated Loan Provider and Swap Counterparty – Current Delinquency Experience*".

### **No transfer of title to Financed Vehicles**

The Issuer will not obtain title to the Financed Vehicles themselves nor will it have a direct right to repossess a financed Vehicle if a Customer defaults. The Issuer has acquired the rights to the proceeds deriving from

the sale of the Vehicles relating to Receivable Agreements transferred to it by Black Horse. The Issuer is therefore dependent on Black Horse recovering such proceeds from the sale of the Vehicles and remitting to the Issuer any proceeds of such realisation.

Black Horse will agree not to impair in a material respect the rights of the Issuer or the Security Trustee in the Receivables except by the proper performance of its obligations under the Servicing Agreement. Black Horse will grant powers of attorney to the Issuer under which the relevant attorney should have a right to make demands and sue for amounts due under the Receivable Agreements or to repossess or sell the related Financed Vehicle.

For more details, see "*Risk Factors – Risks Relating to the Structure – Equitable Assignment*".

**Interests of other persons in the Receivables or the related Financed Vehicles could reduce funds available to pay your Notes**

If another person acquires an interest in a Receivable or a related Financed Vehicle that is superior to the Issuer's interest, the collections on that Receivable or the proceeds from the sale of that Financed Vehicle may not be available to the Issuer. This may adversely impact your Notes by reducing the amounts available to pay principal of and interest on your Notes.

For more details, see "*Risk Factors – Risks Relating to the Structure – Equitable Assignment*".

**No independent investigation and breach of warranties**

No investigations, searches or other steps to establish the creditworthiness or suitability of a Customer or to verify the details of a Customer, Receivable Agreement, Financed Vehicle, protected payments plan, historical performance data or the Black Horse servicing and collection procedures have been or will be performed by the Issuer, the Security Trustee, the Trustee, the Principal Paying Agent, the Arranger or the Lead Manager, each of whom will rely solely on warranties given by Black Horse about the Receivables and the Customers. The benefit of all such representations and warranties is assigned by the Issuer to the Security Trustee under the Deed of Charge.

If Black Horse makes a misrepresentation in respect of the receivables or is in breach of a warranty relating to the Receivables, the only remedy of the Issuer will be either to require Black Horse to remedy the matter giving rise to such misrepresentation or breach, indemnify the Issuer or to repurchase the affected Receivables. In such circumstances, the Issuer (and therefore the Noteholders) will be dependent on Black Horse's ability to fulfil its obligations to repurchase the relevant receivables or indemnify the Issuer. If Black Horse fails to repurchase or indemnify, you may experience losses or delays in payments on your Notes. Where a representation or warranty by Black Horse about a Receivable was given only with Black Horse's knowledge as at the Closing Date and the risk regarding such representation or warranty later materialises, Black Horse will not be required to remedy the matter or to repurchase the affected Receivable or indemnify the Issuer. Instead, the Issuer (and therefore the Noteholders) will bear the corresponding risk.

**Notice of assignment**

The assignment and transfer of the Receivables will only be disclosed to Customers on the termination of Black Horse as Servicer or the insolvency of Black Horse. The Customer may:

- (a) until it has been notified of the assignment and transfer of the Receivables, effect payment with discharging effect to Black Horse or enter into other transactions regarding the Receivables with Black Horse with binding effect on the Issuer and the Security Trustee. It may also have a right to set off against Black Horse prior claims it may have against Black Horse;
- (b) following such notification, raise defences against the Issuer and the Security Trustee resulting from its relationship with Black Horse which are existing at the time of the assignment and transfer of the Receivables; and
- (c) following such notification, have the right to set off against the Issuer and the Security Trustee any claims against Black Horse, unless the Customer has knowledge of the assignment and transfer after acquiring these claims or the claims become due only after the Customer acquires this knowledge and after the respective instalments of the relevant Receivable become due either as



scheduled under the related Receivable Agreement or in full as a consequence of an early termination,

all of which could result in delays in payments or losses on your Notes.

For more details, see "*Principal Transaction Documents – Receivables Sale Deed – Notification of Assignment of Receivables*" and "*Risk Factors – Legal and Regulatory Risks Relating to the Underlying Assets – Restriction on Assignment*".

### **RISKS RELATING TO THE UNDERLYING ASSETS AND THE LIVES OF THE NOTES**

#### **The rate of prepayments on the Receivables will affect the timing of repayment of the principal of your Notes**

Faster or slower than expected rates of prepayments on the Receivables will cause the Issuer to pay principal on your Notes earlier or later than expected and will shorten or lengthen the expected maturity of your Notes. Prepayments on the Receivables will occur if, among other reasons:

- (a) Customers prepay their Receivables in whole or in part;
- (b) early settlement of the Receivable Agreement occurs before its scheduled maturity date under the CCA;
- (c) there is a voluntary termination of the Receivable Agreement under the CCA or a return by the Customer of the Vehicle under a PCP balloon option and the sale of the Vehicle;
- (d) the Servicer receives Vehicle Proceeds on Defaulted Receivables, VT Receivables or PCP Handback Receivables; or
- (e) the Servicer receives proceeds from physical damage, credit, life or other insurance policies covering the Financed Vehicles or the Customers.

A variety of economic, social and other factors will influence the rate of prepayments on the Receivables, including individual Customer circumstances, marketing incentives offered by vehicle manufacturers and the fact that the Financed Vehicle may not be sold without the consent of the Seller. No prediction can be made about the actual prepayment rates that will occur for the Receivables.

If principal of your Notes is paid earlier than expected due to faster rates of prepayments on the Receivables, and interest rates at that time are lower than interest rates at the time principal would have been paid had those prepayments occurred as expected, you may not be able to reinvest the principal at a rate of return that is equal to or greater than the rate of return on your Notes. Alternatively, if principal of your Notes is paid later than expected due to slower rates of prepayments on the Receivables, and interest rates at that time are higher than interest rates at the time principal would have been paid had those prepayments occurred as expected, you may lose reinvestment opportunities. You will bear all reinvestment risk resulting from principal payments on your Notes occurring earlier or later than expected.

In addition, your Notes will be paid in full before maturity if the Issuer exercises its Clean-Up Call when the aggregate Principal Amount Outstanding of the Rated Notes has been reduced to 10 per cent. or less of the initial aggregate Principal Amount Outstanding of the Rated Notes as at the Closing Date or its option to redeem for taxation reasons.

For more details about the timing of repayment and other sources of prepayments, see "*Maturity and Prepayment Considerations*".

## MACRO-ECONOMIC RISKS

### Political uncertainty

Concerns relating to credit risk (including that of sovereigns and of those entities which have exposure to sovereigns) persist, in particular with respect to current economic, monetary and political conditions in the Eurozone. If such conditions further deteriorate (including as may be demonstrated by any relevant credit rating agency action, any default or restructuring of indebtedness by one or more states or institutions and/or any exit(s) by any member state(s) from the EU and/or any changes to, including any break up of, the Eurozone), then these matters may cause further severe stress in the financial system generally and/or may adversely affect the UK auto loan market, the Issuer, one or more of the Secured Parties (including the Seller, the Servicer, the Account Bank, the RV Top-Up Reserve Account Bank, the Back-Up Facilitator and/or the Cash Manager) and/or any Customer. Given the current uncertainty and the range of possible outcomes, no assurance can be given as to the impact of any of the matters described above and, in particular, no assurance can be given that such matters would not adversely affect the rights of the Noteholders, the market value of the Notes, the UK auto loan market, the existence of a secondary market for the Notes and/or the ability of the Issuer to satisfy its obligations under the Notes.

Prospective investors should note that, pursuant to a referendum held in June 2016, the UK has voted to leave the European Union and the UK government invoked Article 50 of the Treaty on the European Union relating to withdrawal from the European Union on 29 March 2017 and officially notified the European Union of its decision to withdraw from the European Union. This commenced the formal two-year process of negotiations regarding the terms of the withdrawal and the framework of the future relationship between the UK and the European Union (the "**Article 50 Withdrawal Agreement**"). As part of those negotiations, a transitional period has been agreed in principle which would extend the application of European Union law, and provide for continuing access to the European Union single market, until the end of 2020 and possibly longer.

The Article 50 Withdrawal Agreement has not yet been ratified by the UK or the European Union. Following a number of extensions, the UK will leave the EU on 31 January 2020 in the absence of any ratification of the Article 50 Withdrawal Agreement or any further extensions. The terms of the UK's exit from the EU are unclear. Whilst continuing to discuss the Article 50 Withdrawal Agreement and political declaration, 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 there is a functioning statute book after any exit without a transitional period.

There are a number of areas of uncertainty in connection with the future of the UK and its relationship with the European Union and the negotiation of the UK's exit terms and related matters may take several years. Given this uncertainty and the range of possible outcomes, it is not currently possible to determine the impact that the referendum, the UK's departure from the European Union and/or any related matters may have on general economic conditions in the UK, including the performance of the UK auto loan market. It is also not possible to determine the impact that these matters will have on the business of the Issuer (including the performance of the underlying loans), any other party to the transaction documents (including the Seller) and/or any Customer, or on the regulatory position of any such entity or of the transactions contemplated by the transaction documents under EU regulation or more generally.

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

Finally, the EU Referendum has resulted in downgrades of the UK sovereign and the Bank of England by Standard & Poor's and by Fitch Ratings. Standard & Poor's and Fitch Ratings have both placed a negative outlook on the UK sovereign rating and that of the Bank of England, suggesting a strong possibility of further negative rating action. The rating of the sovereign affects the ratings of the entities operating in its territory, and in particular the ratings of financial institutions. Further downgrades may cause downgrades to counterparties on the transaction meaning that they cease to have the relevant required ratings to fulfil their roles and need to be replaced. If rating action is widespread, it may become difficult or impossible to replace counterparties on the transaction with others who have the required ratings on similar terms or at all. Moreover, a more pessimistic economic outlook for the UK in general could lead to increased concerns around the future performance of the portfolio and accordingly the ability of the Issuer to pay interest and repay principal to Noteholders and the ratings assigned to the Notes could be adversely affected.

Various parties to this transaction may be subject to substantial EU-derived laws, regulation and oversight. There is now significant uncertainty as to the respective legal and regulatory environments in which parties will operate when the UK is no longer a member of the EU. In particular, certain of the parties may no longer be able to rely on the European passporting framework for financial services, which could result in the loss of customers and/or the requirement for the relevant parties to apply for authorisation in multiple EU jurisdictions, the costs, timing and viability of which are uncertain.

**Global economic and political conditions may adversely affect the performance of the Receivables, which could result in losses on your Notes**

Global economic and political conditions are volatile and growth may not be sustainable for a specific period of time. A severe economic downturn could adversely affect the performance of the Receivables. During a downturn, unemployment and a lack of availability of credit may lead to increased delinquency and default rates by obligors and decreased consumer demand for cars, trucks and utility vehicles. In addition, during certain periods there may be reduced used vehicle prices, which may increase the amount of losses on Defaulted Receivables, VT Receivables and PCP Handback Receivables. If a financial crisis or a severe economic downturn occurs, delinquencies and losses on the Receivables could increase, which could result in losses on your Notes.

Concerns about credit risks, including credit risks of sovereigns and entities which are exposed to sovereigns, have recently intensified. In particular, concerns have been raised about current economic, monetary and political conditions in the European currency area or the "Eurozone" and of the larger European Union which still includes the UK.

**Financial market disruptions and a lack of liquidity in the secondary market could adversely affect the market value of your Notes and/or limit your ability to resell your Notes**

Over the past several years major disruptions in the global financial markets caused a significant reduction in liquidity in the secondary market for asset-backed securities. Volatility remains due to several factors, including the uncertainty surrounding the recent Brexit vote and the level and sustainability of the sovereign debt of several European countries. It is not certain whether future events will occur that could have an adverse effect on the liquidity of the secondary market. If there is a lack of liquidity in the secondary market it could adversely affect the market value of your Notes and/or limit your ability to resell your Notes.

## COUNTERPARTY RISKS

**Delays in collecting payments could occur if Black Horse ceases to be the Servicer**

If Black Horse resigns or is terminated as Servicer, the processing of payments on the Receivables, information about Collections and the recovery and resale of Vehicles could be delayed. This could cause the manner in which Available Principal Collections and Available Interest Collections are determined and for payments on the Notes to be changed as described in "*Principal Transaction Documents – Cash Management Agreement*", and could also cause payments on your Notes to be delayed. Black Horse may be removed as Servicer if it defaults on its servicing obligations or becomes subject to insolvency proceedings as described under "*Principal Transaction Documents – Servicing Agreement – Resignation and Termination of the Servicer*". There is no guarantee that a substitute servicer could be found that would be willing and able to service the Receivables. Further, a substitute servicer, even if willing and able to act under the terms of the Servicing Agreement, may be less effective in this role than Black Horse, given Black Horse's experience in servicing the Receivables, particularly in realising the residual value of Vehicles. Finally, a substitute servicer is almost certain to charge a fee on a basis different from that of Black Horse and payment of this fee will rank ahead of the payments of interest on the Notes.

**Insolvency of the originator or the Seller**

If the Seller becomes insolvent and an administrator or liquidator is appointed to realise its assets to pay its creditors, such administrator or liquidator or similar person may argue that the sale of Receivables to the Issuer was not a true sale (for example that it should be re-characterised as a charge of assets to secure borrowing from the Issuer). In that case, the Issuer could experience delays in receiving Collections on the Receivables and that could indirectly cause delays in payments due to the Noteholders. If a court were to

agree with such administrator or liquidator, the Issuer may receive less than the full amount of collections on Receivables and that could cause Noteholders to receive less than the full amounts due to them.

Further, if the Seller becomes insolvent, it may be unable to repurchase Non-Compliant Receivables or pay CCA Compensation Amounts, Receivable Indemnity Amounts or Set-Off Indemnity Amounts, and Noteholders could incur a loss on their Notes.

**Early termination of a Swap Agreement could result in an early redemption of the Notes and/or an inability of the Issuer to acquire sufficient amounts in the relevant currency to pay the amounts due on the Notes**

The Swap Agreement may be terminated upon the occurrence of certain events described in the section entitled "*Swap Agreements*". There can be no assurance that the Swap Agreement will not be terminated prior to the repayment in full of the Notes.

Each of the Issuer and the Swap Counterparty will represent in the Swap Agreement that, under current applicable law, they are entitled to make all payments required to be made by them under the Swap Agreement (other than interest under the Swap Agreement and deliveries, transfers and payments to be made pursuant to any Credit Support Annex) free and clear and without deduction or withholding for or on account of any taxes, assessments or other charges. In the event that either party is required to make any such deduction or withholding, however, such party will not be required to indemnify the other party for such deduction unless the terms of a Swap Agreement contain an obligation to gross up payments in such circumstances. If the terms of the Swap Agreement do not provide for an obligation of the Swap Counterparty to gross up payments, or if the Swap Counterparty fails to effect the gross up as required, payments to the Issuer will be correspondingly reduced. In such circumstances, the Issuer may terminate the Swap Agreement but, until the Swap Agreement is terminated, amounts available to make payments to the Noteholders will be reduced by an amount withheld for any withholding taxes, and the amount that Noteholders receive on the notes may accordingly be reduced.

If the Swap Agreement is terminated before its scheduled termination date, the Issuer or the Swap Counterparty may be liable to make an early termination payment to the other party. The amount of such termination payment will be based on the market value of the terminated Swap Agreement. This market value will be computed on the basis of market quotations of the cost of entering into a replacement swap transaction with the same terms and conditions that would have the effect of preserving the respective full payment obligations of the parties. Any such termination payment could, for example, if interest rates have changed significantly, be substantial. The termination of the Swap Agreement may reduce, accelerate or delay payments of interest and principal on the Notes.

## **RISKS RELATING TO THE STRUCTURE**

### **Meetings of Noteholders, modification and waivers**

The Notes 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 Notes and the Trust Deed also provide that the Trustee may agree, without the consent of the Noteholders, to certain modifications of the Notes and the Transaction Documents, or the waiver or authorisation of certain breaches or proposed breaches of, the Notes or any of the Transaction Documents.

Pursuant to and in accordance with the detailed provisions of Condition 12(b) (*Meetings of Noteholders, amendments, waiver, substitution and exchange*), the Trustee shall be obliged, and shall direct the Security Trustee, without any consent of the Noteholders, to concur with the Issuer in making any modification (other than a Basic Terms Modification) to the Conditions and/or any Transaction Document that the Issuer considers necessary or advisable for the purpose of:

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

- (b) complying with any changes in the EU Retention Requirements or any other risk retention legislation, regulations or official guidance;
- (c) enabling the Notes to be or remain listed on the London Stock Exchange;
- (d) enabling the Issuer or any other transaction party to comply with FATCA (or any voluntary agreement entered into with a taxing authority in relation thereto);
- (e) enabling the Rated Notes to maintain Eurosystem eligibility; and
- (f) complying with any changes in the requirements of the CRA Regulation (if and to the extent applicable), or which are required to comply with Article 7 of the Securitisation Regulation if an STS status notification is subsequently made in relation to the Transaction.

Each of the Issuer, the Trustee and the Security Trustee will rely without further investigation on any certification provided to it in connection with the transaction amendments and will not be required to monitor or investigate whether the Servicer is acting in a commercially responsible manner or be liable to any person by acting in accordance with any certification it receives from the Servicer.

### **Conflict between Noteholders and other Secured Parties**

The Trust Deed and the Deed of Charge contain provisions requiring the Trustee and the Security Trustee to have regard to the interests of all the Secured Parties as regards the exercise and performance of all their power, rights, trusts, authorities, duties and discretions in respect of the Charged Property and the Transaction Documents.

Notwithstanding such the above, so long as any of the Notes are outstanding, in the event of any conflict between the interests of the Noteholders and the other Secured Parties, the Trustee is required to have regard to the interests of the Noteholders only.

The Issuer, Black Horse and/or any of the affiliates of Black Horse may from time to time hold Notes. However, pursuant to the Conditions and the Trust Deed, those Notes (if any) which are for the time being held by any person for the benefit of the Issuer, Black Horse or any of the affiliates of Black Horse will not be taken into account by the Trustee for the purposes of (i) the determination of how many of which Notes of a Class are for the time being outstanding for the purposes of their Conditions and the Trust Deed requiring calculation of the proportion of Noteholders of such Class requesting or directing the Trustee to enforce the security for such Class, or the provisions for meetings of the Noteholders of such Class set out in the Trust Deed; (ii) exercising any discretion, power or authority which the Trustee is required or permitted, expressly or impliedly, to exercise in or by reference to the interests of the Noteholders of such Class or any of them; and (iii) the determination by the Trustee whether, in its opinion, any event, circumstance, matter or thing is or would be materially prejudicial to the interests of the Noteholders or any of them, except, where all of the Notes of any Class are held by or on behalf of or for the benefit of Black Horse or its Affiliates.

### **Conflicts**

Black Horse is acting in a number of capacities in connection with this securitisation transaction. Black Horse will have only those obligations and responsibilities expressly agreed to by it in the Transaction Documents evidencing the transaction to which it is a party and will not, by virtue of its or its affiliates acting in any other capacity, be deemed to have other obligations or responsibilities or be deemed to be held to a standard of care other than as expressly set out in such Transaction Documents. Black Horse, in its various capacities in connection with this transaction, may enter into business dealings from which it may derive revenues and profits without a duty to account therefore in connection with the transaction.

Black Horse may hold and/or service claims against the Customers other than the Receivables or may enter into other contractual relationships with the Customers. The interests or obligations of Black Horse for these claims or contractual relationships may conflict with the interests of the Noteholders.

Lloyds Bank plc is acting in a number of capacities in connection with this securitisation transaction. Lloyds Bank plc will have only those obligations and responsibilities expressly agreed to by it in the Transaction Documents evidencing the transaction to which it is a party and will not, by virtue of its or its affiliates acting in any other capacity, be deemed to have other obligations or responsibilities or be deemed to be

held to a standard of care other than as expressly set out in such Transaction Documents. Lloyds Bank plc, in its various capacities in connection with this transaction, may enter into business dealings from which it may derive revenues and profits without a duty to account therefore in connection with the transaction.

The transaction parties may engage in commercial relationships, in particular, as lenders providing investment banking and other financial services to the Customers and other transaction parties. In these relationships the transaction parties are not obliged to take into account the interests of the Noteholders. Accordingly, conflicts of interest may occur and it is not certain whether the Noteholders will be adversely affected by these conflicts of interest.

**The exercise of rights by the Controlling Class following an Event of Default may be harmful to the other class**

The Controlling Class may accelerate the Notes after an Event of Default or waive Events of Default (other than failure to pay interest or principal of the Notes). The Controlling Class may, in certain circumstances, direct the Security Trustee to sell the Receivables after an acceleration of the Notes even if the proceeds would not be sufficient to pay all of the Notes in full. If your Notes cannot be repaid in full with the proceeds of a sale of the Receivables, you will suffer a loss.

In addition, the Controlling Class may terminate the Servicer following a Servicer Termination Event and may waive Servicer Termination Events.

Holders of Notes that are not part of the Controlling Class will have no right to take these actions. Only the Controlling Class will have these rights. The Controlling Class may have different interests from the holders of the other class of Notes and will not be required to consider the effect of its actions on the holders of the other Class.

For more details about the actions that the Controlling Class may direct, see "*Principal Transaction Documents – Servicing Agreement – Resignation and Termination of the Servicer*" and "*Terms and Conditions of the Notes*".

**Enforcement of security**

The Security for the Notes becomes enforceable upon delivery of an Enforcement Notice. Upon enforcement of the Security, the Secured Parties (acting through the Security Trustee) will have recourse to the Issuer's assets which are subject to the Security (including the Issuer's interest in the Receivables and its other assets, including the Liquidity Reserve Fund), to pay amounts owing by the Issuer under the Notes (and only after payment of prior ranking claims). The Security Trustee will have no recourse against Black Horse other than for misrepresentation, breach of warranty or breach of its obligations under the Receivables Sale Deed and for breach by Black Horse of its obligations under the Servicing Agreement.

The proceeds of enforcement of the Security may be insufficient, after payment of all other claims ranking in priority to and *pari passu* with amounts due under the Notes, to pay in full all principal and interest due on the Notes.

**Equitable Assignment**

The assignment by Black Horse in its capacity as Seller to the Issuer of the benefit of the Receivables which are governed by the laws of England will take effect in equity because no notice of the assignment will be given to Customers on the Closing Date. The Issuer has granted the Security Trustee a charge over, among other things, its beneficial interest in the Receivables.

The lack of notice to a Customer of the assignments by Black Horse has the following legal consequences:

- (a) notice to the Customer would mean that the Issuer would take priority over any interest of a later encumbrancer or assignee of the rights of Black Horse who has no notice of the assignment to the Issuer;
- (b) notice to a Customer would mean that the Customer should no longer make payment to Black Horse as creditor under the relevant Receivable Agreement but should make payment instead to the Issuer. If the Customer were to ignore a notice of assignment and pay Black Horse for its own account, the Customer would still be liable to the Issuer for the amount of such payment. However,

for so long as Black Horse remains Servicer under the Servicing Agreement it is also the agent of the Issuer for the purposes of the collection of the Receivables and will, accordingly, be accountable to the Issuer for any amount paid to it regarding the Receivables;

- (c) until notice is given to the Customer, equitable set-offs (such as for misrepresentation and breach of contract as referred to in "*Liability for misrepresentations and breach of contract*" below) and other rights of set-off (for example, the statutory set-off rules applicable on insolvency of the Seller) may accrue in favour of the Customer regarding his obligation to make payments under the relevant Receivable Agreement. These may, therefore, result in the Issuer receiving less moneys than anticipated from the Receivables. The assignment of the Receivables to the Issuer will be subject both to any prior equities which have arisen in favour of the Customer before the assignment and to any equities which may arise in the Customer's favour after the assignment until such time (if ever) as he receives actual notice of the assignment. Set-off rights arising under claims arising out of a transaction connected with a Receivable Agreement will not be affected by that notice;
- (d) notice to the Customer would prevent Black Horse and the Customer amending a Receivable Agreement without the involvement of the Issuer. However, Black Horse will agree not to impair in a material respect the rights of the Issuer or the Security Trustee in the Receivable Agreements, other than according to its usual operating policies (as described below); and
- (e) lack of notice to the Customer means that the Issuer will have to join Black Horse as a party to any legal action which the Issuer may choose to take against any Customer. Black Horse will, however, grant powers of attorney to the Issuer and the Security Trustee (or appoint the Issuer and the Security Trustee as substitute attorneys) under which the relevant attorney or substitute attorneys will have the right to make demands and sue for amounts due under the Receivable Agreements.

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

### **The absence of or a lack of liquidity in the secondary market could limit your ability to resell Notes**

Although an application has been made to list the Rated Notes on the Official List of the London Stock Exchange, there is currently no secondary market for the Rated Notes or the Class S Notes. The absence of a secondary market for your Notes could limit your ability to resell them. This means that if you want to sell your Notes before they mature, you may be unable to find a buyer or, if you find a buyer, the selling price may be less than it would have been if a secondary market existed. If a secondary market does develop, it might not continue or it might not be sufficiently liquid to allow you to resell your Notes.

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

The Rate of Interest will be determined on the basis of Compounded Daily SONIA (as defined in the Conditions). Compounded Daily SONIA differs from the London Inter-Bank Offered Rate for Sterling deposits ("**LIBOR**") in a number of material respects, including (without limitation) that Compounded Daily SONIA is a backwards-looking, compounded, risk-free overnight rate, whereas LIBOR is expressed on the basis of a forward-looking term and includes a risk-element based on inter-bank lending. As such, investors should be aware that LIBOR and SONIA may behave materially differently as interest reference rates for the Notes and under the Swap Agreement. The use of Compounded Daily SONIA as a reference rate for Eurobonds is nascent, and is subject to change and development, both in terms of the substance of the calculation and in the development and adoption of market infrastructure for the issuance and trading of bonds referencing Compounded Daily SONIA.

Accordingly, prospective investors in the Notes should be aware that the market continues to develop in relation to SONIA as a reference rate in the capital markets and its adoption as an alternative to Sterling LIBOR. For example, in the context of backwards-looking SONIA rates, market participants and relevant working groups are currently assessing the differences between compounded rates and weighted average rates, and such groups are also exploring forward-looking 'term' SONIA reference rates (which seek to measure the market's forward expectation of an average SONIA rate over a designated term). The adoption of SONIA may also see component inputs into swap rates or other composite rates transferring from LIBOR or another reference rate to SONIA.

The market or a significant part thereof may adopt an application of SONIA that differs significantly from that set out in the Conditions. The development of Compounded Daily SONIA as an interest reference rate for the Eurobond markets, as well as continued development of SONIA-based rates for such market and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of the Notes.

Furthermore, the Rate of Interest on the Notes is only capable of being determined at the end of the relevant Observation Period and immediately prior to the relevant Payment Date. It may be difficult for investors in the Notes to estimate reliably the amount of interest which will be payable on the Notes, and some investors may be unable or unwilling to trade the Notes without changes to their IT systems, both of which factors could adversely impact the liquidity of the Notes. Further, in contrast to LIBOR-based notes, if the Notes become due and payable as a result of an Event of Default, or are otherwise redeemed early on a date which is not a Payment Date, the final Rate of Interest payable in respect of such Notes shall only be determined immediately prior to the date on which the Notes become due and payable.

In addition, the manner of adoption or application of SONIA reference rates in the Eurobond markets may differ materially compared with the application and adoption of SONIA in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of SONIA reference rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of the Notes.

Investors should carefully consider these matters when making their investment decision with respect to any of the Notes.

#### **Definitive notes**

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 a case a noteholder who, as a result of trading such amounts, holds a principal amount of less than £100,000 may not receive a definitive note representing such holding (should definitive notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to £100,000.

If definitive notes are issued, Noteholders should be aware that definitive notes which have a denomination that is not an amount which is at least £100,000 may be particularly illiquid and difficult to trade.

#### **Bank of England Eligibility**

Certain investors in the Notes may wish to consider the use of the Notes as eligible securities for the purposes of the Bank of England's Funding for Lending Scheme, Term Funding Scheme, Discount Window Facility or Indexed Long-Term Repo Scheme. Recognition of the 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 Notes do not satisfy the criteria specified by the Bank of England, there is a risk that the Notes will not be eligible collateral for such schemes. None of the Issuer, the Arranger nor the Lead Manager 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.

#### **Eurosystem eligibility**

The Rated Notes are intended to be held in a manner which will allow Eurosystem eligibility. On the Closing Date, the Rated Notes will be issued under NSS. This means that the Rated Notes are intended upon issue to be deposited with Clearstream, Luxembourg as Common Safekeeper and does not necessarily mean that the Rated Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem (the "**Eurosystem eligible collateral**") either upon issue or 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, which was published in the Official Journal of the European Union



on 2 April 2015 and applies from 1 May 2015. The Class S Notes will not currently qualify for Eurosystem eligibility.

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

### **Ratings of the Notes**

The ratings assigned to the Rated Notes by the Rating Agencies take into consideration the structural and legal aspects associated with the Rated Notes and the underlying Receivables, the credit quality of the Receivables, the extent to which the Customers' payments under the Receivables are adequate to make the payments required under the Rated Notes as well as other relevant features of the structure, including the credit situation of the Account Bank, Black Horse and the Servicer (if different). Each Rating Agency's ratings reflect only the view of that Rating Agency. Each rating assigned to the Rated Notes addresses the likelihood of full and timely payment to the holders of the Rated Notes of all payments of interest on the Notes when due and the ultimate repayment of principal on the Final Legal Maturity Date. A change in rating methodology or future events, including events affecting the Account Bank, Black Horse and the Servicer (if different from Black Horse) could also have an adverse effect on the rating of the Rated Notes.

The Rating Agencies may also change their criteria and/or their methodology at any time and the application of their revised criteria and/or methodology may lead to it lowering, withdrawing or qualifying its rating of the Rated Notes. If any rating assigned to the Rated Notes is downgraded or withdrawn, the market value of the/or liquidity of the Rated Notes may be reduced.

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

The ratings of the Notes are not recommendations to purchase, hold or dispose of the Notes and do not address market value or investor suitability. The ratings reflect the Rating Agencies' assessment of the creditworthiness of the Receivables, the credit enhancement on the Notes and the likelihood of repayment of the Notes. It is not certain whether the Receivables and/or the Notes will perform as expected or whether the ratings will be reduced, withdrawn or qualified in the future as a result of a change of circumstances, deterioration in the performance of the Receivables, errors in analysis or otherwise. None of the Issuer, Black Horse or its affiliates will have an obligation to replace or supplement any credit enhancement or to take other action to maintain the ratings of the Notes.

The Issuer has not engaged a rating of the Notes by any organisation other than the Rating Agencies listed in this Prospectus. However, 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 secondary market value of the Notes.

If the ratings on your Notes are reduced, suspended, withdrawn or qualified, it could adversely affect the market value of your Notes and/or limit your ability to resell your Notes.

You should make your own evaluation of the creditworthiness of the Receivables and the credit enhancement, and not rely solely on the ratings of the Notes.

As of the date of this Prospectus, each of the Rating Agencies is established in the EU and has been registered under the CRA Regulation and is included in the list of registered credit rating agencies published on the website of European Securities and Markets Authority at [www.esma.europa.eu](http://www.esma.europa.eu). In the event that ESMA withdraws or suspends the registration of any Rating Agency under the CRA Regulation, the rating assigned to the Notes by such Rating Agency would have to be withdrawn or suspended. If any rating assigned to the Notes is withdrawn or suspended, the market value and/or liquidity of the Rated Notes may be reduced.

## LEGAL AND REGULATORY RISKS RELATING TO THE UNDERLYING ASSETS

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

The UK regulatory framework for consumer credit consists of the Financial Services and Markets Act 2000 ("FSMA") and its secondary legislation, including the Financial Services and Markets Act (Regulated Activities) Order 2001 (the "RAO"), retained provisions in the Consumer Credit Act 1974, as amended by the Consumer Credit Act 2006, and its retained associated secondary legislation (the "CCA"), and rules and guidance in the FCA Handbook, including the Consumer Credit sourcebook. The RAO sets out the definition of a regulated consumer credit agreement.

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

(a) *Voluntary Terminations*

At any time before the last payment falls due, the Customer may terminate the Receivable Agreement (without stating a reason). Generally, Customers may take advantage of the right of voluntary termination when they are in financial difficulty, or when the residual value of the Vehicle on part-exchange is less than the amount that would be payable on early settlement. Customers can exercise their voluntary termination rights at any time. If they have repaid 50 per cent of the total amount payable (including amount borrowed, interest and fees) through their regular instalments, they will not be liable to pay any further instalments that have not yet fallen due. If they have not repaid 50 per cent, they would become liable to do so when they exercise the right. If the Customer has caused any damage or failed to take reasonable care of the Vehicle, they may also be liable to pay damages on top of the 50 per cent. They would also be liable to pay any arrears of instalments.

There is a low risk that the exercise by a significant number of Customers of their right to terminate a Receivable Agreement may result in the Notes being redeemed earlier than anticipated and/or that the Issuer will not receive the full amount of the principal outstanding on the relevant Receivable and an amount of principal will accordingly be written-off. This in turn could trigger losses under the Notes.

The RV Top-Up Reserve Fund provides structural protection for the Rated Notes in respect of certain shortfalls in the Vehicle Proceeds arising from a Receivable becoming a VT Receivable (see "*Credit Enhancement – RV Top-Up Reserve Fund*" for further details).

(b) *Early Settlement of regulated consumer credit contracts*

The Customer has a statutory right to discharge a Receivable Agreement which is a regulated consumer credit agreement and to keep the Vehicle by giving notice and paying the amount payable on early settlement. The amount payable by the Customer on early settlement is restricted by a prescribed legislative formula (see "*Termination of regulated consumer credit contracts*" and "*Rebate on Early Settlement or where Black Horse terminates a Receivable Agreement*" below).

In addition, the Customer under a regulated consumer credit contract entered into after 11 June 2010 has a right to make partial early repayments of the regulated consumer credit contract. One or more partial early repayment(s) may be made at any time during the life of the relevant regulated consumer credit contract, subject to the Customer 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.

There is a low risk that if a significant number of Customers exercise their right to make a full or partial early repayment, this may result in the Notes being redeemed earlier than anticipated, which would adversely affect the yield on the Notes.

(c) *Termination of regulated consumer credit contracts*

Black Horse has the right to terminate a Receivable Agreement which is a regulated consumer credit contract for an unremedied material breach of agreement by the Customer and repossess the

Vehicle (unless the Vehicle is "protected" under the CCA with the consequences described in "*Protected Goods*" below) and recover *either*: (i) all arrears of payments due and damages incurred for any breach of the Receivable Agreement by the Customer before such termination; (ii) all Black Horse's expenses in relation to recovering and storing the Vehicle, tracing the Customer and any shortfall relating to the disposal of Vehicle; and (iii) any other sums due but unpaid by the Customer under the Receivable Agreement less a rebate calculated in compliance with the Consumer Credit (Early Settlement) Regulations 2004 (the "**Early Settlement Regulations**") (see "*Rebate on Early Settlement or where Black Horse terminates a Receivable Agreement*" below), or such lesser amount as a court considers will compensate Black Horse 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 Customer) is restricted to the amount calculated by the one-half formula for termination by the Customer. The agreements provide that the amounts payable by the Customer on termination by Black Horse are any repayments payable under the agreement which are overdue at that time plus, by way of compensation or agreed damages, an amount equal to half of the total amount payable under the agreement less the repayments paid or due up to that time so the agreements reflect those court decisions favourable to Black Horse on this point.

Therefore, there is a low risk that the exercise by Black Horse of its right to terminate a Receivable Agreement would not result in Black Horse receiving an amount specified in the Receivable Agreement, but would instead result in Black Horse receiving a lower amount. Consequently, the Issuer may not receive the full amount of the principal amount outstanding on the relevant Receivables and this may adversely impact the Issuer's ability to meet its obligations under the Notes.

(d) *Rebate on Early Settlement or where Black Horse terminates a Receivable Agreement*

A rebate of credit charges (calculated under the Early Settlement Regulations) may be due on early settlement in whole or in part of a Receivable Agreement which is a regulated consumer credit contract. The rebate is available only in certain, specified circumstances (no rebate is required where the Customer exercises his right to terminate the contract as described in (a) above). There is a low risk that the yield on the Notes may be adversely affected if Black Horse is required to provide rebates to a significant number of Customers.

(e) *Time Orders*

A Customer can apply to the court for a time order to change the timing of payments under a regulated consumer contract, or to repay the outstanding sum by lower instalments than provided for in the contract, where certain default or enforcement proceedings are taken or notice of early termination is served on the Customer. There is a low risk that if a significant number of Customers obtain time orders, the Issuer will not receive the full amount of the principal amount outstanding on the relevant Receivables, which could trigger losses under the Notes.

(f) *Interpretation of technical rules*

There is a low risk that, whilst Black Horse has interpreted certain technical rules under the CCA in a way common with many other lenders in the vehicle finance market, such interpretation could be held to be incorrect by a court or other dispute resolution authority, in which case the contract would be unenforceable without a court order. If such interpretation were challenged by a significant number of Customers, then this could lead to significant disruption and shortfall in the income of the Issuer.

(g) *"Unfair relationship"*

The court has power under section 140A of the CCA to determine that the relationship between a lender and a customer arising out of the credit agreement is unfair to the consumer. In applying the unfair relationship test, the courts are able to consider a wider range of circumstances surrounding the transaction. The Supreme Court has given general guidance in respect of unfair relationships in *Plevin v Paragon Personal Finance Ltd* [2014] 1 WLR 4222. Whilst the court acknowledged that it is not possible to state a precise or universal test for an unfair relationship, which must depend on the court's judgment of all the relevant facts, the court did give the guidance on the

nature of the test which should be applied. The court will consider whether the relationship between the debtor and the creditor is unfair.

There is a low risk that if a court determines that there is an unfair relationship and orders that financial redress is made in respect of such Receivable Agreement, this may adversely affect the ability of the Issuer to meet its obligations under the Notes when they fall due.

(h) *Financial Ombudsman Service*

The Financial Ombudsman Service (the "FOS") (which is an out-of-court dispute resolution scheme) is required to make decisions on, among others, complaints relating to the terms in agreements. 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.

(i) *Private rights of action under the FSMA*

A Customer who is a private person may have a right to claim damages for loss suffered as a result of any contravention by an FCA authorised person of a rule under the FSMA. The Customer may set off the amount of the claim against the amount owing under the Receivable Agreement, which may adversely affect the Issuer's ability to make payments in full when due on the Notes.

(j) *Enforcement action by the FCA*

There is a low risk that if the FCA exercises one of its broad range of enforcement powers under the FSMA against Black Horse for breaching a requirement of the FSMA (such as ordering restitution or implementing a consumer redress scheme), this would adversely impact the Issuer and therefore its ability to make payments when they fall due on the Notes.

(k) *Servicing Requirements*

If Black Horse fails to comply with certain post contractual information requirements under the CCA, there is a risk that this could have a significant impact on the Issuer, as for any period when Black Horse fails to comply with the requirements, the Receivable Agreement may not be unenforceable against the Customer and it may reduce the amount of interest or default fees accruing to Black Horse, which may adversely impact the Issuer's ability to make payments when they fall due on the Notes.

*Liability for misrepresentations and breach of contract and set-off*

(a) *Receivable Agreements which are regulated consumer credit contracts*

Under section 75 of the CCA, a Customer may make a claim against Black Horse as well as a supplier for misrepresentations made by the supplier in a transaction between the supplier and the Customer (for example, for insurance products) during negotiations between them before execution of the relevant regulated consumer credit contracts or for a breach of contract. A Customer may set-off the amount of the claim against the amount owing under the regulated consumer credit contract, which may adversely affect the Issuer's ability to make payments in full when due on the Notes.

Black Horse normally has a right to be reimbursed by the supplier for any amount paid to the Customer regarding the Customer's claim and any costs (including legal costs) incurred in defending the claim.

In addition under section 56 of the CCA where a credit broker, such as a dealer, who carries out antecedent negotiations with a Customer will be deemed to be acting in the capacity of agent of Black Horse as well as in his own capacity. Black Horse will therefore be potentially liable for misrepresentations made by a credit broker involved in introducing a Customer to Black Horse (for example, in relation to the dealer's promise on the quality or fitness of the Vehicle, and to apply a part-exchange allowance to discharge an existing credit agreement). The Customer may have a right to, amongst other things, rescind the contract and return the Vehicle and not be liable to make further payments, and claim repayment of the amounts paid under the contract and damages. The

Customer may set-off such amounts against the amount owing by the Customer to Black Horse. There is a low risk that if a significant number of Customers exercise such set-off rights, this may adversely affect the Issuer's ability to make payments in full when due on the Notes.

(b) *All Receivable Agreements (including regulated consumer credit contracts)*

Under the Supply of Goods (Implied Terms) Act 1973 or the Consumer Rights Act 2015, there is a low risk that if a significant number of Customers make a claim for breach of contract against Black Horse or, terminate the Receivable Agreement for repudiatory breach if the Vehicle is not of satisfactory quality, this may adversely impact the Issuer's ability to make payments in full when due on the Notes.

Black Horse will normally have a right to claim against the dealer or supplier for any amount paid to the Customer regarding the Customer's claim and any costs (including legal costs) incurred in defending the claim. If such case arises and the Customer's claim is successful, Black Horse would also ordinarily seek to sell the Vehicle back to the dealer.

### **Protected Goods**

If, under a Receivable Agreement which is a regulated consumer credit contract, the Customer has paid Black Horse one-third or more of the total amount payable under the contract, the Vehicle becomes "protected" under the CCA and Black Horse does not have the right to repossess it without obtaining a court order. If, however, the Customer terminates such a Receivable Agreement, the Vehicle ceases to be "protected" and Black Horse may effect repossession unless the court grants the Customer a "time order" rescheduling the Customer's outstanding liabilities. There is a low risk that if a significant number of Vehicles used by Customers are protected, this could cause delays in recovering amounts due from the Customers, which may reduce amounts available to Noteholders.

### **FCA on-going work in the motor finance market**

The FCA has been looking at the motor finance market to assess whether consumers are at risk of harm and assess the risks in relation to transparency, potential conflicts of interest and irresponsible lending in the sector. The FCA's Final Report dated 4 March 2019 noted that the FCA is concerned about the way in which lenders in the motor finance market are choosing to reward car retailers and other credit brokers, and the widespread use of commission models which link the broker commission to the customer interest rate and allow brokers wide discretion to set the interest rate, as this gives rise to conflicts of interest and creates strong incentives for brokers to charge a higher interest rate. The FCA were also not satisfied that firms are complying with regulatory requirements around affordability assessment. The FCA intended to follow up with individual firms (both lenders and brokers).

The FCA subsequently published a Consultation Paper CP19/28 on 15 October 2019 that proposes to make changes to the commission disclosure rules, and ban commission models where the amount received by the broker is linked to the interest rate that the customer pays and which the broker has the power to set or adjust. The FCA are not proposing to make changes to the rules on firm's creditworthiness assessments.

The FCA aims to finalise the proposed changes set out in its Consultation Paper CP19/28 in Q2 2020 and it is very likely that at the end of the consultation period, the FCA will publish a policy statement, including any final rules, which would come into force on the day the FCA's rules are finalised. There is a low risk that this may adversely affect the value at which the Receivable Agreements could be realised and accordingly the ability of the Issuer to meet its obligations under the Notes.

### **Risks resulting from consumer protection laws**

The Receivables are subject to United Kingdom consumer protection laws which regulate consumer credit. If a Receivable does not comply with these laws, the Customer may make a claim for misrepresentation, and the Servicer may be prevented from or delayed in collecting amounts due on the Receivable.

A Customer may have a statutory right to terminate a Receivable Agreement and return the vehicle to Black Horse and pay to Black Horse all arrears, one half of the total amount payable under the regulated consumer credit contract to maturity and all other sums due but unpaid under the contract. A Customer may also have a statutory right to early settlement of the contract.

For further details on the risks resulting from consumer protection laws and set-off and how they apply to Black Horse and the Receivables see the other risk factors in this section.

### **Unfair Terms in Consumer Contracts Regulations 1999 and the Consumer Rights Act 2015**

In the UK, the Unfair Terms in Consumer Contracts Regulations 1999 (the "**UTCC Regulations**") applies to Receivable Agreements made on or after 1 July 1995 but prior to 1 October 2015 by a "consumer" within the meaning of the UTCC Regulations, where the terms have not been individually negotiated. The Consumer Rights Act 2015 (the "**CRA15**") has revoked the UTCC Regulations in respect of Receivable Agreements made on or after 1 October 2015, and also applies to material variation which are treated as new contracts after this date.

Under the CRA15, it is possible for a consumer (which would include a Customer under all or almost all of the Receivable Agreements) to challenge a term in a consumer contract on the basis that it is unfair and therefore not binding on the consumer or for the regulator to take enforcement action to stop the use of terms which are considered to be unfair (although the rest of the agreement will remain enforceable if it is capable of continuing in existence without the unfair term).

The CRA15 may affect terms such as Black Horse Limited's power to vary the interest rate and certain terms imposing early repayment charges and exit fees. If terms are found to be unfair, they will not be binding on the Customer.

The broad and general wording of the CRA15 makes any assessment of the fairness of terms largely subjective and therefore it is difficult to predict whether or not a court would find a term to be unfair. It is possible that any agreements made with Customers may contain unfair terms, which may result in the possible unenforceability of those unfair terms. There is a low risk that if the terms of the Receivable Agreements are held as unfair, this could result in the possible unenforceability of those unfair terms, which could mean that the Issuer does not receive all the realisable value of the Purchased Receivable in a timely manner, which would affect the Issuer's ability to make payments of interest and/or principal due on the Notes.

### **Unfair Commercial Practices Directive 2005**

The Unfair Commercial Practices Directive (SI 2005/29/EC) has been implemented in the UK by the Consumer Protection from Unfair Trading Regulations 2008 (SI 2008/1277) (the "**Consumer Protection Regulations**").

The Consumer Protection Regulations include three key restrictions: (i) a general prohibition on unfair commercial practices (which is where the practice contravenes the requirements of "professional diligence" and materially distorts or is likely to materially distort the economic behaviour of the average consumer with regard to the product in question); (ii) specific prohibitions regarding misleading actions or omissions, and aggressive practices; and (iii) specified commercial practices that are deemed to be unfair.

Customers have a right to redress for breach of the Consumer Protection Regulations, including a right to unwind Receivable Agreements, claim damages or obtain a discount, and regulatory enforcement bodies (e.g. the FCA) may take civil action for breaches of the Consumer Protection Regulations.

There is a low risk that multiple claims are made against Black Horse by Customers for breaches of the Consumer Protection Regulations, which may impact the Issuer's ability to make payments in full when due on the Notes.

### **Insurance**

Each Receivable Agreement requires the Customer to take out and maintain comprehensive vehicle insurance in the Customer's name. Because Black Horse does not track that insurance is maintained on the Financed Vehicle, it is not certain whether such insurance is in place or that it is effectively assigned by way of security to the Issuer or that Black Horse will receive any moneys from such insurance. Black Horse does not have a registered interest with the insurer. Each Receivable Agreement also states that if the Vehicle is stolen or is considered a total loss for insurance purposes, the Customer must transfer all his rights to any monies in respect of a claim on the relevant insurance and agrees that the insurer must pay monies directly to Black Horse. Where the proceeds in the claim are insufficient to repay in full amounts

owed to Black Horse by the Customer under the Receivable Agreement, Black Horse will look to the Customer to pay the difference, less any statutory rebate for early settlement.

It should be noted that there can be no certainty that such insurance has in fact been taken out or maintained or that any proceeds from such insurance will be available to Black Horse, the Issuer or the Security Trustee. Consequently, there is a low risk that this might impact the Issuer's ability to make payments in full when due on the Notes.

#### **Restriction on Assignment**

There is a low risk that if Black Horse has agreed or agrees with any Customer on restrictions on the assignment of the Receivables, such Receivables may not be validly assigned to the Issuer under the Receivables Sale Deed. Any assignment of a Receivable which contravenes such restriction on assignment generally will be invalid. Where such Receivable Agreement is entered into with a company, merchant or sale trader as Customer, such assignment would not be invalid, but such Customer may continue to repay the Receivables to Black Horse with discharging effect, notwithstanding notice of assignment being given to it. The terms of Black Horse's standard Receivable Agreements, however, do not prohibit Black Horse from assigning rights under such standard Receivable Agreements.

### **LEGAL AND REGULATORY RISKS RELATING TO THE STRUCTURE AND THE NOTES**

#### **Increased regulation and changes of law**

In the UK, the US, the European Union and elsewhere, there is continuing political and regulatory scrutiny of the financial sector from the UK Government, the Prudential Regulation Authority or the "PRA", the FCA and other regulators in the UK, the US, the European Union and elsewhere. As noted above, the FCA has been looking at the motor finance market and have started working on assessing options for policy intervention in relation to commission arrangements in the motor finance market (see the risk factor above entitled "*FCA on-going work in the motor finance market*"). Following the Brexit vote and the withdrawal notice, once the UK ceases to be a member of the European Union, all European Union legislation which currently has direct effect in the UK will cease to have such effect. The status of other European legislation that has been implemented in the UK through the enactment of UK legislation will depend on UK government decisions that are extremely difficult to anticipate.

It is not certain what the regulatory consequences of the Brexit vote and the withdrawal notice will be or what impact these may have on entities authorised by the PRA and regulated by the FCA (such as the Account Bank) (each a "**Relevant Entity**") and a Relevant Entity's ability to perform its obligations under the Transaction Documents.

It is not certain whether the circumstances described in the above paragraphs could adversely affect the ability of the Issuer to make payments under your Notes, the market value of your Notes and/or your ability to resell your Notes.

It is not certain whether the impact of a possible change to law, whether as a result of Brexit or otherwise, or the regulatory, accounting or administrative practice, or their interpretation or administration, or the published practices of the United Kingdom tax authorities or tax authorities of any other relevant taxing jurisdiction, after the date of this Prospectus could adversely affect the ability of the Issuer to make payments under your Notes, the market value of your Notes and/or your ability to resell your Notes and Black Horse's ability to perform its obligations under the Transaction Documents.

In addition, Black Horse is exposed to various forms of legal and regulatory risk in its current, past and future operations, including the risk of acting in breach of legal or regulatory principles or requirements, any of which could have a material adverse effect on Black Horse and/or the Notes. These risks could include, but are not limited to:

- (a) certain aspects of Black Horse's business (including the sale of products or the handling of complaints relating to such products) may be determined by the FCA, the FOS or the courts not to have been conducted in accordance with applicable laws or regulations, or, in the case of the FOS, with what is fair and reasonable in the FOS's opinion;

- (b) the high level of scrutiny of the treatment of customers by financial institutions from regulatory bodies, the press and politicians; the FCA in particular continues to drive focus on conduct of business activities through its supervision activity;
- (c) Black Horse may be liable for damages to third parties (including customers) harmed by the conduct of its business; and
- (d) the risk of regulatory proceedings, and/or private litigation, arising out of regulatory investigations or otherwise (brought by individuals or groups of plaintiffs) in the UK and other jurisdictions.

Further details of specific risks are set out under "*Receivable Agreements regulated by the Consumer Credit Act 1974 (as amended)*".

There is a medium risk that the issues identified above may materially adversely impact Black Horse undertaking its role in relation to the Receivables.

### **The Securitisation Regulation**

The Securitisation Regulation applies to securitisations, the securities of which are issued on or after 1 January 2019. Investors to which the Securitisation Regulation applies should also see the section "*Certain Regulatory Disclosures*".

The Securitisation Regulation includes revised risk retention and transparency requirements (now imposed variously on the issuer, originator, sponsor and/or original lender of a securitisation) and new due diligence requirements imposed on Affected Investors (as defined below) in a securitisation.

If the due diligence requirements under the Securitisation Regulation are not satisfied then, depending on the regulatory requirements applicable to such Affected Investor, an additional risk weight, regulatory capital charge and/or other regulatory sanction may be applied to such securitisation investment and/or the Affected Investor.

There is a low risk that the changes set out above 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, or decreased liquidity and increased volatility in the secondary market. Therefore, an investor's ability to resell its Notes may be limited by market conditions, and an investor must be prepared to bear the risk of holding its Notes until maturity.

In addition, the Securitisation Regulation imposes certain enhanced disclosure requirements in respect of all securitisation transactions. As of the date of this Prospectus, the final ESMA disclosure templates to be completed in accordance with Article 7 of the Securitisation Regulation were not available. Therefore in accordance with the transitional provisions, compliance with Article 7 of the Securitisation Regulation shall be satisfied using the CRA3 templates.

The date of publication of the final ESMA disclosure templates is unclear, and this may, amongst other things, adversely affect the ability of the Issuer (in its capacity as the designated entity responsible for compliance with Article 7 of the Securitisation Regulation, pursuant to Article 7(2) of the Securitisation Regulation), and thus the transaction contemplated by this Prospectus, to comply with the Securitisation Regulation. The risk of the Issuer being affected is low, however such non-compliance and resulting penalties may, amongst other things, adversely affect the ability of the Issuer to make payments under the Notes or the liquidity of the Notes.

For the purposes of the foregoing section, "**Affected Investor**" means each of EU-regulated credit institutions, EU-regulated investment firms, certain alternative investment fund managers, EU-regulated insurers or reinsurers, certain investment companies authorized in accordance with Directive 2009/65/EC, managing companies as defined in Directive 2009/65/EC, institutions for occupational retirement provision falling within the scope of Directive (EU) 2016/2341 (subject to certain exceptions), and certain investment managers and authorised entities appointed by such institutions subject thereto.

### **Simple, Transparent and Standardised Securitisation (STS)**

The Securitisation Regulation sets out the new criteria and procedures applicable to EU securitisations seeking the designation as "simple, transparent and standardised" ("**STS**") securitisations, and includes



provisions that harmonise and replace the risk retention and due diligence requirements applicable to certain securitisations. Certain EU-regulated investors are restricted from investing in such Notes unless that investor is able to demonstrate that it has undertaken certain due diligence assessments and verified various matters.

In the event that the Seller (in its capacity as originator for the purposes of the Securitisation Regulation) procures that an STS notification is submitted to ESMA confirming that the requirements of the Securitisation Regulation with respect to STS securitisations (the "**STS Requirements**") have been satisfied with respect to the Notes (the "**STS Notification**"), no assurance can be given that the Notes will remain compliant, because the STS Requirements may change over time. In addition, no assurance can be given on how competent authorities will interpret and apply the STS Requirements, any international or national regulatory guidance may be subject to change and, therefore, what is or will be required to demonstrate compliance with the STS Requirements to national regulators remains unclear.

Failure by an investor to comply with any due diligence requirements applicable to it may result in various penalties, including, in the case of those investors subject to regulatory capital requirements, the imposition of a penal capital charge on the notes acquired by the relevant investor.

With respect to an STS Notification, the Seller intends to obtain a verification of compliance of the Notes with the STS Requirements, as well as with relevant provisions of Article 243 and Article 270 of the Capital Requirements Regulation and/or Article 7 and Article 13 of the LCR Regulation (an "**STS Assessment**"), from Prime Collateralised Securities (UK) Limited as a third party verification agent authorised under Article 28 of the Securitisation Regulation (an "**Authorised Verification Agent**"). It is important to note that the involvement of an Authorised Verification Agent is not mandatory and the responsibility for compliance with the Securitisation Regulation remains with the relevant institutional investors, originators, sponsors, funding entities and issuers, as applicable in each case. An STS Assessment will not absolve such entities from making their own assessment and assessments with respect to the Securitisation Regulation, the relevant provisions of Article 243 and Article 270 of the Capital Requirements Regulation and/or Article 7 and Article 13 of the LCR Regulation, and an STS Assessment cannot be relied on to determine compliance with the foregoing regulations in the absence of such assessments by the relevant entities. Furthermore, an STS Assessment is not an opinion on the creditworthiness of the Notes nor on the level of risk associated with an investment in the relevant Notes. It is not an indication of the suitability of the Notes for any investor and/or a recommendation to buy, sell or hold Notes. Institutional investors that are subject to the due diligence requirements of the Securitisation Regulation need to make their own independent assessment and may not solely rely on any STS Assessment, the STS Notification or other disclosed information.

### **US Risk Retention**

The US Risk Retention Rules generally require the "sponsor" of a "securitization transaction" to retain at least 5 per cent. 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 US Risk Retention Rules also provide for certain exemptions from the risk retention obligations that they generally impose.

The transaction will not involve retention by the Seller for the purposes of the US Risk Retention Rules, but instead will be made in reliance on an exemption provided for in Section 20 of the US Risk Retention Rules for non-US transactions. To qualify for such exemption, non-US 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 per cent. 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, or for the account or benefit of, US persons (as defined in the US Risk Retention Rules and referred to in this Prospectus as "**Risk Retention US Persons**"); (3) neither the sponsor nor the issuer of the securitization transaction is organised under US law or is a branch located in the United States of a non-US entity; and (4) no more than 25 per cent. 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.

The transaction provides that the Notes may not be purchased by Risk Retention US Persons as part of the initial distribution of the Notes except in accordance with the exemption under Section 20 and with the prior consent of the Seller. Prospective investors should note that, although the definition of "US person"

in the US Risk Retention Rules is similar to the definition of "US person" in Regulation S, the definitions are not identical and that an investor could be a Risk Retention US Person but not a US Person under Regulation S.

It is not certain whether the transaction will qualify for the exemption from the US Risk Retention Rules provided by Section 20. Failure to comply with the US Risk Retention Rules (regardless of the reason) could give rise to regulatory action against the Seller which may adversely affect the Notes. Furthermore, the consequences of non-compliance with the US Risk Retention Rules are unclear, but investors should note that non-compliance could negatively affect the market value and secondary market liquidity of the Notes.

In addition, after the Closing Date, the US Risk Retention Rules may have adverse effects on the Issuer and/or the holders of the Notes. The US Securities and Exchange Commission (the "SEC") has indicated in contexts separate from the US Risk Retention Rules that an "offer" and "sale" of securities may arise when amendments to securities are so material as to require holders to make a new "investment decision" with respect to such securities. Thus, if the SEC were to take a similar position with respect to the US Risk Retention Rules, they could apply to future material amendments to the terms of the Notes, to the extent such amendments require investors to make such a new investment decision with respect to the Notes. There can be no assurance that the exemption provided for in Section 20 of the US Risk Retention Rules regarding non-US transactions or any other exemption will be available in connection with any such refinancing or amendment occurring after the Closing Date. As a result, the US Risk Retention Rules may adversely affect the Issuer (and the performance, market value or liquidity of the Notes) if the Issuer is unable to undertake any such amendment. Furthermore, no assurance can be given as to whether the US Risk Retention Rules would have any future material adverse effect on the market value or secondary market liquidity of the Notes.

### **The Volcker Rule**

The Volcker Rule generally prohibits "banking entities" (which is broadly defined to include US banks and bank holding companies and many non-US banking entities, together with their respective subsidiaries and other affiliates) from (i) engaging in proprietary trading, (ii) acquiring or retaining an ownership interest in or sponsoring a "covered fund" and (iii) entering into certain relationships with such funds, subject to certain exclusions and exceptions. Under the Volcker Rule, a "covered fund" includes an issuer that would be an "investment company" under the Investment Company Act but for the exclusions contained in Section 3(c)(1) and Section 3(c)(7) of the Investment Company Act. Therefore, absent an exemption, the Issuer would be a covered fund.

The Issuer intends to qualify for the "loan securitization" exclusion provided for in the Volcker Rule, and has been structured so as not to constitute a covered fund for purposes of the Volcker Rule. However, there can be no assurance that the Issuer will so qualify for such an exclusion, and the general effects of the Volcker Rule remain uncertain. If the Issuer is considered a covered fund, the liquidity of the market for the Notes may be materially and adversely affected, since banking entities could be prohibited from, or face restrictions in, investing in the Notes. Any prospective investor in the Notes, including a US or foreign bank or a subsidiary or other affiliate thereof, should consult its own legal advisors regarding such matters and other effects of the Volcker Rule.

### **Characterisation of the Swap Agreement for regulatory purposes may result in amendments for Transaction Documents and could materially adversely affect the Issuer**

The Issuer will be subject to certain regulatory requirements in relation to the Swap Agreement as a consequence of the implementation of Regulation (EU) No 648/2012 of the European Parliament and Council on OTC derivatives, central counterparties and trade repositories dated 4 July 2012 ("**EMIR**") which entered into force on 16 August 2012, as amended by Regulation (EU) 2019/834 of the European Parliament and of the Council dated 20 May 2019. EMIR provides for certain "over-the-counter" ("**OTC**") derivative contracts to be submitted to central clearing and imposes, amongst other things, margin posting and other risk mitigation techniques, reporting and record keeping requirements.

Investors should be aware of the following:

- (a) regardless of the Issuer's classification under EMIR, the Issuer may need to appoint a third party and/or incur costs and expenses to enable it to comply with the regulatory requirements imposed by EMIR in particularly in relation to reporting and record-keeping; and
- (b) the characterisation of the Issuer under EMIR as is currently in force will determine whether, among other things, it is required to comply with margin-posting requirements in relation to the Swap Agreement. If it were required to post margin, it is unlikely that the Issuer would be able to comply with such an obligation.

The Swap Counterparty has confirmed that it will regard the Issuer as an "NFC-" and consequently it will not be subject to a mandatory clearing obligation or margin posting under EMIR. However, there is no certainty that the Issuer's status as an "NFC-" will not change in the future which could then result in margin posting requirements and a mandatory clearing obligation (or other requirements under EMIR) applying to the Issuer. This could ultimately lead to an Event of Default in respect of the Notes which may cause the Noteholders to incur a loss on their Notes and/or an early redemption of their Notes.

### **Banking legislation**

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

These tools may be applied in circumstances in which the UK authorities consider that a UK bank or investment firm is failing or is likely to fail to satisfy the FSMA threshold conditions for authorisation to carry on certain regulated activities (within the meaning of Section 55B FSMA) or, in the case of a UK banking group company that is an EEA or third country institution or investment firm, that the relevant EEA or third country relevant authority is satisfied that the resolution conditions are met in respect of such entity.

If an instrument or order were to be made under the Banking Act in respect of a relevant entity as described above (other than the Issuer), such action may have an impact on various other aspects of the transaction, including resulting in modifications to any unsecured liability of such entity under the Transaction Documents and, more generally, affecting the ability of such entities to perform their obligations under the Transaction Documents. As a result, the making of an instrument or order in respect of a relevant entity may adversely affect the rights and interests of the Noteholders.

Lastly, as a result of the EU Bank Recovery and Resolution 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 could be subject to certain resolution actions in that other state. 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.

### **Receiver as Agent**

A receiver of a company would generally be the agent of the company until its liquidation and therefore, while acting within his powers, only incurs liability on behalf of the company. If, however, the receiver's appointer unduly directed or interfered with or influenced the receiver's actions, a court may decide that the receiver was the agent of his appointer and that his appointer should be responsible for the receiver's acts and omissions. Following an Event of Default, the Security Trustee may appoint a receiver for the Issuer. Payments to, among others, the Trustee and the Security Trustee (which have the right to receive remuneration, reimbursement for their expenses and an indemnity for its potential liabilities) will rank ahead of the interest and principal due under the Notes. Accordingly, should the Security Trustee become liable for the acts of such a receiver, the amount that would otherwise be ultimately available for payment to you under the Notes may be reduced.

### **Recharacterisation of Fixed Security Interest**

An English court could hold that the fixed security interests expressed to be created by the Issuer under the Deed of Charge could take effect as floating charges as the description given to them under the Deed of Charge as fixed charges is not determinative.

Whether any fixed security interests created under the Deed of Charge will be upheld under English law as fixed security interests rather than floating security interests will depend, among other things, on whether the Security Trustee has the requisite degree of control over the relevant assets and if so, whether such control is exercised by the Security Trustee in practice. If the fixed security interests are recharacterised as floating security interests, then as a matter of law, certain claims would have priority over the claims of the Security Trustee in respect of the floating charge assets.

The interest of the Secured Parties in property and assets over which there is a floating charge will rank behind the expenses of any administration or liquidator and the claims of certain preferential creditors on enforcement of the Security. Section 250 of the Enterprise Act 2002 abolishes Crown preference in relation to all insolvencies (and thus reduces the categories of preferential debts that are to be paid in priority to debts due to the holder of a floating charge) but Section 176A of the Insolvency Act 1986 requires a "prescribed part" (up to a maximum amount of £600,000) of the floating charge realisations available for distribution to be set aside to satisfy the claims of unsecured creditors. This means that the expenses of any administration, the claims of preferential creditors and the beneficiaries of the prescribed part will be paid out of the proceeds of enforcement of the floating charge ahead of amounts due to Noteholders. The prescribed part will not be relevant to property subject to a valid fixed security interest or to a situation in which there are no unsecured creditors.

### **Basel Capital Accord and regulatory capital requirements**

The Basel III reform package approved by the Basel Committee on Banking Supervision ("**Basel III**") has been implemented in the EEA through Regulation (EU) No. 575/2013 as amended by the CRR Amending Regulation ("**CRR**") and the re-cast Capital Requirements Directive associated with the implementation of Basel III ("**CRD**") (together, "**CRD IV**"). The CRR establishes a single set of harmonised prudential rules for financial institutions and certain minimum liquidity standards (referred to as the liquidity coverage ratio) and the net stable funding ratio which apply directly to all credit institutions in the EEA, with the CRD containing less prescriptive provisions which (unlike the CRR, which applies across the European Union without the need for any member state-level legislation) are required to be transposed into national law. Together the CRR and CRD reinforce capital standards and establish a leverage ratio backstop. As CRD IV allows certain national discretions, the final rules and the timetable for their implementation in each jurisdiction may be subject to some level of national variation.

Therefore, it can be expected that laws and regulations relating to capital requirements and related prudential regulatory matters will continue to develop.

There is a low risk that 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.

### **Securitisation Company Tax Regime**

The Taxation of Securitisation Companies Regulations 2006 (the "**TSC Regulations**"), as amended, deal with the corporation tax position of securitisation companies such as the Issuer with effect for periods of account beginning on or after 1 January 2007.

If the TSC Regulations apply to the Issuer, 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. Based on advice received, the Issuer expects to be taxed under the special tax regime for which provision is made by the TSC Regulations.

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

Prospective Noteholders should note that there is a risk that the Issuer is not taxed under the special tax regime and is instead subject to corporation tax and, if so, then its profits or losses for tax purposes might be different from its cash position and there might be a risk of the Issuer incurring unfunded tax liabilities. In addition, the deduction of interest paid on the Notes could well be disallowed for United Kingdom corporation tax purposes which could cause a significant divergence between the cash profits and the taxable profits of the Issuer. Any unforeseen taxable profits in the Issuer could have an adverse effect on its ability to make payments to the Noteholders.

**The Issuer believes that the risks described above are the principal risks for the Noteholders, but the inability of the Issuer to pay interest and principal on the Notes may occur for other reasons and the Issuer does not represent that the above statements regarding the risk of holding the Notes are exhaustive. Although the Issuer believes that the various structural elements described in this Prospectus mitigate some of these risks for the Noteholders, there can be no assurance that these measures will be sufficient to ensure full payments to the Noteholders of interest and principal on a timely basis or at all.**

## CERTAIN REGULATORY DISCLOSURES

The following outlines certain matters that may be relevant to some investors. It does not purport to be a comprehensive list of regulatory matters that pertain to investors. All investors are responsible for analysing their own regulatory position.

Please refer to "*Risk Factors – Legal and Regulatory Risks Relating to the Structure and the Notes*" for more information.

### Securitisation Regulation

#### *General*

The Seller (as originator for the purposes of the Securitisation Regulation) will:

- (a) retain, on an ongoing basis, a material net economic interest of not less than 5 per cent. in the securitisation as required by Article 6(1) of the Securitisation Regulation;
- (b) at all relevant times comply with the requirements of Article 7(1)(e)(iii) of the Securitisation Regulation by confirming in the investor reports the risk retention of the seller as contemplated by Article 6(1) of the Securitisation Regulation;
- (c) not change the manner in which it retains such material net economic interest, except to the extent permitted by the Securitisation Regulation; and
- (d) not sell, hedge or otherwise enter into any credit risk mitigation, short position or any other credit risk hedge with respect to its retained material net economic interest, except to the extent permitted by the Securitisation Regulation.

#### *Transparency requirements*

The Issuer (as the SSPE (as defined in the Securitisation Regulation)) has been appointed as the designated entity under Article 7(2) of the Securitisation Regulation. The Issuer has appointed the Servicer to perform all of the Issuer's obligations under Article 7 of the Securitisation Regulation. In relation to any Notes which are awarded STS status, the Seller as the originator is responsible for compliance with Article 7 of the Securitisation Regulation.

As to the information made available to prospective investors by the Issuer, reference is made to the information set out herein and forming part of this Prospectus and to the monthly and quarterly reports to investors that are prepared pursuant to the Cash Management Agreement and the Servicing Agreement.

The Issuer will procure that the Servicer will:

- (a) publish a quarterly investor report in respect of the relevant period, as required by and in accordance with Article 7(1)(e) of the Securitisation Regulation;
- (b) publish on a quarterly basis, simultaneously with the investor report referred to in (a) above, certain loan-by-loan information in relation to the Portfolio in respect of the relevant period as required by and in accordance with Article 7(1)(a) of the Securitisation Regulation (and make the same available to potential investors before pricing upon request);
- (c) make available the documents as required by and in accordance with Article 7(1)(b) of the Securitisation Regulation prior to the pricing date of the Notes (and in final form, if applicable, no later than 15 days after the Closing Date);
- (d) publish without delay details of any information required to be reported in accordance with Article 7(1)(f) or Article 7(1)(g) (as applicable) of the Securitisation Regulation; and
- (e) make available the STS notification prior to the pricing of the Notes.

The reports set out in paragraphs (a) and (b) above and the documentation and information set out in paragraphs (c), (d) and (e) above shall be published on the website of European DataWarehouse at <https://editor.eurowdw.eu/esma/viewdeal?edcode=AUTSUK000209101120192>, being a website which conforms

with the requirements set out in Article 7(2) of the Securitisation Regulation and, following registration of any Securitisation Repository in accordance with Article 7(2) of the Securitisation Regulation, will be made available with such Securitisation Repository. Each such report set out in paragraphs (a) and (b) above shall be made available no later than one month following the due date for the payment of interest. For the avoidance of doubt, this website and the contents thereof do not form part of this Prospectus.

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

Any material changes from Black Horse's prior underwriting policies and Credit and Collection Procedures shall be disclosed without undue delay to the extent required under Article 20(10) of the Securitisation Regulation and the Transaction Documents.

#### *Investors to assess compliance*

Each prospective investor is required to independently assess and determine the sufficiency of the information described above and in this Prospectus generally for the purposes of complying with Article 5 of the Securitisation Regulation and any corresponding national measures which may be relevant to investors and none of the Issuer, the Trustee, the Security Trustee, the Seller, the Servicer, the Cash Manager, the Arranger, the Lead Manager or any of the other Transaction Parties makes any representation that any such information described above or elsewhere in this Prospectus is sufficient in all circumstances for such purposes.

Please refer to the section entitled "*Risk Factors – Legal and Regulatory Risks relating to the Structure and the Notes – The Securitisation Regulation*" for further information on the implications of the EU risk retention requirements and the Securitisation Regulation.

#### **STS Status**

The Seller confirms that it will make an STS notification (as defined in the Securitisation Regulation) to ESMA that the Notes are an STS-compliant securitisation pursuant to Article 18 of the Securitisation Regulation. Such STS-compliant securitisations appear on the list of STS-compliant securitisations established and maintained by ESMA in accordance with Article 27(5) of the Securitisation Regulation (each, an "**STS Securitisation**"). The STS notification and accompanying explanation from the Seller of the transaction's compliance with Articles 20 to 22 of the Securitisation Regulation (compliance with such articles being required to qualify as an STS Securitisation) will be available for inspection at the website set out above.

#### *Verification of data*

The Seller has caused the compliance of all Receivables in the Portfolio with certain eligibility criteria and a sample of the Receivables included in the Portfolio together with the data disclosed in respect of those Receivables to be verified by one or more appropriate and independent third parties. A sample of Receivables selected from a pool of eligible receivables originated by Black Horse (and which includes the Portfolio) as of 31 August 2019 has been subject to an agreed upon procedures review conducted by a third-party and completed on or about 17 September 2019. This independent third party has also performed agreed upon procedures in order to verify the compliance of all Receivables in the Portfolio with certain eligibility criteria and that the stratification tables disclosed in respect of the Receivables are accurate. The third party undertaking the review only has obligations to the parties to the engagement letters governing the performance of the agreed upon procedures subject to the limitations and exclusions contained therein. The Seller has reviewed the reports of such independent third parties and is of the opinion that there were no significant adverse findings in such reports.

#### *Liability cashflow model*

The Seller will make available a liability cashflow model via EuroABS at <https://www.euroabs.com/IH.aspx?d=12979>. The Seller shall procure that such liability cashflow model (a) precisely represents the contractual relationship between the Purchased Receivables and the payments flowing between the Seller, investors in the Notes, other third parties and the Issuer, and (b) is made available to (i) prior to pricing of the notes, potential investors and (ii) on an on-going basis, investors in the Notes and to potential investors in the Notes upon request.

*Authorised verification agent*

The Seller has used the services of Prime Collateralised Securities (PCS) UK Limited as an Authorised Verification Agent authorised under Article 28 of the Securitisation Regulation to assess whether the Notes comply with the STS Requirements and prepare an STS Assessment. It is expected that the STS Assessment prepared by the Authorised Verification Agent will be available on the website of such agent (<https://www.pcsmarket.org/sts-verification-transactions/>) together with a detailed explanation of its scope (<https://www.pcsmarket.org/disclaimer>). For the avoidance of doubt, this website and the contents thereof do not form part of this Prospectus.

**Volcker Rule**

The Issuer is of the view that it is not now, and immediately following the issuance of the Notes and the application of the proceeds thereof it will not be, a "covered fund" as defined in the regulations adopted under Section 13 of the Bank Holding Company Act of 1956, as amended, commonly known as the "Volcker Rule". In making this determination, the Issuer intends to qualify for the "loan securitization" exclusion provided for in the Volcker Rule although other exclusions or exemptions may also be available to the Issuer. However, there can be no assurance that the Issuer will so qualify for such exclusion, and the general effects of the Volcker Rule remain uncertain. Any prospective investor in the Notes, including a U.S. or foreign bank or a subsidiary or other affiliate thereof, should consult its own legal advisers regarding such matters and other effects of the Volcker Rule.



## TRIGGERS TABLES

### RATING TRIGGERS TABLE

<u>Transaction Party</u>	<u>Required Ratings/Triggers</u>	<u>Possible effects of Trigger being breached</u>
<b>Account Bank</b>	<p>Either:</p> <p>(a)</p> <p style="padding-left: 20px;">(i) a long-term issuer rating of at least "A" (or its equivalent) or a long term critical obligations rating of least "A(high)" (or its equivalent) by DBRS; and</p> <p style="padding-left: 20px;">(ii) a long term issuer credit rating of at least "A" by S&amp;P,</p> <p style="padding-left: 20px;">or, if the bank does not have such rating, it must be guarantee by an institution having such rating; or</p> <p>(b) such other rating which is acceptable to the Rating Agencies from time to time.</p>	<p>The Issuer, the Cash Manager and the Servicer will be required, within 60 calendar days, to:</p> <p>(a) use all reasonable endeavours to open replacement account(s) with a Qualified Institution and enter into a new account bank agreement on terms substantially similar to those set out in this Agreement and, following the opening of such replacement accounts, promptly close the Issuer Account(s) held with the Account Bank;</p> <p>(b) use all reasonable endeavours to obtain a guarantee of the obligations of such Account Bank under this Agreement from a Qualified Institution; or</p> <p>(c) take such other remedial action as may be acceptable to the Rating Agencies in order to maintain the ratings of the Rated Notes.</p>

**Swap Counterparty/  
Swap Guarantor (as  
applicable)**

#### **DBRS rating requirements**

##### *Initial DBRS Required Rating*

A public rating assigned by DBRS to either the relevant entity (or its guarantor) or its (or its guarantor's) long-term, unsecured and unsubordinated debt obligations of at least "A" or, in the absence of a rating assigned by DBRS, a DBRS equivalent rating at least equal to "A" by DBRS, or such other minimum required ratings as may be specified in the Swap Agreement (the "**Initial DBRS Required Rating**").

For as long as the Swap Counterparty (or its guarantor) does not have the Initial DBRS Required Rating but does have at least the Subsequent DBRS Required Rating, then the Swap Counterparty must (a) post collateral and may (b)(i) procure a transfer to an eligible replacement of its obligations under the Swap Agreement (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 DBRS.

##### *Subsequent DBRS Required Rating*

A public rating assigned by DBRS to either the relevant entity (or its guarantor) or its (or of its guarantor's) long-term, unsecured and unsubordinated debt obligations of at least "BBB" or, in the absence of a

For as long as the Swap Counterparty (or its guarantor) does not have at least the Subsequent DBRS Required Rating, then the Swap Counterparty must post collateral and shall further (i) procure a transfer to an eligible

<u>Transaction Party</u>	<u>Required Ratings/Triggers</u>	<u>Possible effects of Trigger being breached</u>
	rating assigned by DBRS, a DBRS equivalent rating at least equal to "BBB" by DBRS, or such other minimum required ratings as may be specified in the Swap Agreement (the " <b>Subsequent DBRS Required Rating</b> ").	replacement of the 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 DBRS.

### S&P rating requirements

S&P Global Ratings' 'Counterparty Risk Framework: Methodology And Assumptions', (published on 8 March 2019) provide for four different options (each, a "**Collateral Option**") for selecting applicable frameworks containing transfer ratings triggers, and the contractual requirements that should apply on the occurrence of the loss of a ratings requirement by the Swap Counterparty. Subject to certain conditions specified in the Swap Agreement, the Swap Counterparty may change the applicable Collateral Option. Collateral Option "Strong" is expected to apply on the Closing Date.

#### *Initial S&P Required Rating*

The Swap Counterparty or any guarantor in respect of the Swap Counterparty must have a long-term issuer credit rating or resolution counterparty rating of at least:

- "A-" (if Collateral Option "Strong", applies at the relevant time);
- "A-" (if Collateral Option "Adequate" applies at the relevant time); or
- "A" (if Collateral Option "Moderate" applies at the relevant time).

Subject to the terms of the Swap Agreement, if Collateral Option "Strong", "Adequate" or "Moderate" applies at the relevant time, the Swap Counterparty will be obliged to (a) post collateral and may (b)(i) procure a transfer to an eligible replacement of the 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.

#### *Subsequent S&P Required Rating*

The Swap Counterparty or any guarantor in respect of the Swap Counterparty must have a long-term issuer credit rating or resolution counterparty rating at least:

The Swap Counterparty will be obliged to take one of the following actions: (a) to procure a transfer to an eligible replacement of its obligations under the Swap Agreement or (b) procure a guarantee from an eligible guarantor in respect of its obligations under the Swap Agreement or (c) take such other

<b>Transaction Party</b>	<b>Required Ratings/Triggers</b>	<b>Possible effects of Trigger being breached</b>
	<ul style="list-style-type: none"> <li>• "BBB+" (if Collateral Option "Strong", applies at the relevant time);</li> <li>• "A-" (if Collateral Option "Adequate" applies the relevant time);</li> <li>• "A" (if Collateral Option "Moderate" applies at the relevant time); or</li> <li>• "A+" (if Collateral Option "Weak" applies at the relevant time).</li> </ul>	<p>action as required to maintain or restore the rating of the Rated Notes by S&amp;P. In addition, other than if Collateral Option "Weak" applies, as long as the remedial actions of limb (a) to (b) have not been put into place, to post or continue to post collateral.</p>

## NON-RATING TRIGGERS TABLE

Trigger	Description of Trigger	Consequence of trigger
<b>Perfection Event</b>	<p>Each of the following events:</p> <ul style="list-style-type: none"> <li>(a) the Seller (or the Servicer on behalf of the Seller) fails to pay any sum due from it to the Issuer in respect of the Purchased Receivables within five Business Days of the due date thereof or the date of demand, if payable on demand, in the currency and in the manner specified herein, and such failure is not remedied within ten Business Days following the earlier of the Issuer giving notice thereof to the Seller and the Seller becoming aware of such failure to pay; or</li> <li>(b) the Seller being required to perfect the Issuer's legal title to the Purchased Receivables (or procure the perfection of the Issuer's legal title to the Purchased Receivables) by an order of a court of competent jurisdiction or by any regulatory authority of which the Seller is a member or any organisation with whose instructions it is customary for the Seller to comply; or</li> <li>(c) it becoming necessary by law to perfect the Issuer's legal title to the Purchased Receivables, (or procure the perfection of the Issuer's legal title to the Purchased Receivables); or</li> <li>(d) the Seller calling for perfection by serving notice in writing to that effect on the Issuer and the Security Trustee; or</li> <li>(e) the occurrence of an Insolvency Event in respect of the Seller; or</li> <li>(f) the occurrence of a Severe Deterioration Event in respect of the Seller; or</li> <li>(g) it becoming necessary for enforcement of the Issuer's rights related to the Purchased Receivables, provided that if no Event of Default has occurred and is continuing, the Issuer will seek the approval of the Seller, such</li> </ul>	<p>A number of perfection acts may occur, including:</p> <ul style="list-style-type: none"> <li>(a) Customers being notified of the sale of the Purchased Receivables to the Issuer;</li> <li>(b) legal title to the Portfolio being transferred to the Issuer; and</li> <li>(c) Customers being directed to pay amounts outstanding in respect of the Purchased Receivables directly to the Issuer.</li> </ul>

Trigger	Description of Trigger	Consequence of trigger
<b>Servicer Termination Event</b>	<p data-bbox="539 255 919 315">approval not to be unreasonably delayed or withheld.</p> <p data-bbox="491 342 919 371">Any of the following events occurs:</p> <p data-bbox="491 398 919 763">(a) the Servicer fails to direct (or to procure the direction of) any movement of Collections as required under the Servicing Agreement and the other Transaction Documents, and such failure has continued unremedied for a period of five Business Days after the earlier of written notice of the same being received by the Servicer or the Servicer becoming aware of such failure, unless:</p> <p data-bbox="539 790 919 1211">(i) the failure was caused by an event outside the Servicer's control and does not continue for more than ten Business Days, and the Servicer uses all commercially reasonable efforts to perform its obligations under the Servicing Agreement and promptly notifies the Trustee, the Security Trustee, the Issuer and the Noteholders of the failure and the steps being taken to correct it; or</p> <p data-bbox="539 1238 919 1447">(ii) the failure relates to an amount no greater than 0.05 per cent. of the aggregate Principal Amount Outstanding of all Notes and does not continue for more than 90 days after such failure; or</p> <p data-bbox="491 1485 919 2031">(b) the Servicer (i) fails to observe or perform in any respect any of its covenants and obligations under or pursuant to the Servicing Agreement or any other Transaction Document to which it is a party and such failure results in a material adverse effect on the Purchased Receivables and continues unremedied for a period of 60 days after the earlier of a Responsible Person of the Servicer becoming aware of such default and written notice of such failure being received by the Servicer from the Issuer or, after delivery of an Enforcement Notice or notice that the Security Trustee has taken any</p>	<p data-bbox="943 342 1364 398">Termination of the appointment of the Servicer.</p> <p data-bbox="943 432 1364 577">See the section entitled "<i>Principal Transaction Documents – Servicing Agreement – Resignation and Termination of the Servicer</i>" for further information.</p>

Trigger	Description of Trigger	Consequence of trigger
	<p>action to enforce the Security, the Security Trustee requiring the same to be remedied or (ii) fails to maintain its FSMA authorisation or any other regulatory licence or approval required under the terms of the Servicing Agreement and such failure continues unremedied for a period of 60 days after the earlier of an officer of the Servicer becoming aware of such default and written notice of such failure being received by the Servicer;</p> <p>(c) the occurrence of an Insolvency Event in relation to the Servicer; or</p> <p>(d) any of the warranties given by the Servicer pursuant to the Servicing Agreement prove to be untrue, incomplete or inaccurate and such default (if capable of remedy) continues unremedied for a period of 60 days after the earlier of an officer of the Servicer becoming aware of such default and written notice of such failure being received by the Servicer.</p>	
<p><b>Cash Manager Termination Event</b></p>	<p>Any of the following events occurs:</p> <p>(a) provided the Cash Manager has been properly put in funds therefor, default is made by the Cash Manager in the payment, on the due date, of any payment due and payable by it under the Cash Management Agreement and such default continues unremedied for a period of five 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 Security Trustee, as the case may be, requiring the same to be remedied; or</p> <p>(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 and such default (if capable of remedy) continues unremedied for a period of 60 days after the earlier of the Cash Manager becoming aware of such default and receipt by the Cash Manager of written</p>	<p>Termination of the appointment of the Cash Manager.</p> <p>See the section entitled "<i>Principal Transaction Documents – Cash Management Agreement – Resignation and Termination of the Cash Manager</i>" for further information.</p>

Trigger	Description of Trigger	Consequence of trigger
<b>Events of Default</b>	<p>notice from the Issuer or the Security Trustee, as the case may be, requiring the same to be remedied; or</p> <p>(c) an Insolvency Event with respect to the Cash Manager occurs; or</p> <p>(d) a FATCA Deduction is imposed on any payment made by the Cash Manager under the Cash Management Agreement, which cannot be avoided by reasonable measures.</p>	<p>The Notes may be declared immediately due and payable by the Trustee in its absolute discretion or in compliance with the directions of the Controlling Class acting by way of a written resolution or by way of an extraordinary resolution (and subject to the Trustee having been indemnified and/or secured and/or prefunded to its satisfaction).</p>
	<p>In summary, the occurrence of any of the following:</p> <p>(a) the Issuer fails to pay interest due on Notes of the Controlling Class within five business days of its due date;</p> <p>(b) the Issuer fails to pay the principal amount of a Class of Notes in full on its Final Legal Maturity Date;</p> <p>(c) the Issuer breaches its obligations under the Transaction Documents and such breach has a Material Adverse Effect and is (a) incapable of remedy or (b) if capable of remedy, remains unremedied for 60 calendar days;</p> <p>(d) the Security granted under the Transaction Documents becoming void, unenforceable or ineffective; and</p> <p>(e) an Insolvency Event regarding the Issuer.</p>	

## FEES

*The table below sets out the principal on-going transaction fees. Each of these fees is subject to change at any time without Noteholder notification or approval, including upon the appointment of any successor Transaction Party pursuant to the applicable Transaction Document.*

<b>Type</b>	<b>Amount</b>	<b>Priority</b>	<b>Frequency</b>
<b>Servicing Fee</b>	In relation to each Calculation Period, the product of:  (a) $\frac{1}{12}$ ;  (b) 1 per cent. per annum; and  (c) the aggregate Outstanding Principal Balance as at the end of the Collection Period ending immediately before the relevant Payment Date,  (inclusive of VAT).	Senior to Noteholders	Monthly in arrear on each Payment Date
<b>Cash Management Fee</b>	£10,000 per annum (inclusive of VAT)	Senior to Noteholders	Monthly in arrear on each Payment Date
<b>Corporate Services Provider fees</b>	£4,000 per annum (exclusive of VAT)	Senior to Noteholders	Semi-annually in advance
<b>Other expenses/fees</b>	Approximately £60,000 per annum (exclusive of VAT)	Senior to Noteholders	Various



## THE SELLER, SERVICER, CASH MANAGER, SUBORDINATED LOAN PROVIDER AND SWAP COUNTERPARTY

### General

Black Horse Limited ("**Black Horse**") was incorporated in England and Wales on 1 June 1960 (registration number 00661204). Black Horse's registered office is at 25 Gresham Street, London EC2V 7HN. Black Horse is an indirect subsidiary of Lloyds Bank plc. The company regarded as the ultimate parent and controlling party of Black Horse is Lloyds Banking Group plc.

Black Horse has operated under its current name since 5 July 2001. Black Horse is one of the largest independent point of sale finance providers in the United Kingdom for the car, motorcycle and caravan market. Black Horse originates business through a network of franchised and independent dealers which gives it a broad geographic spread of business throughout England and Wales, Scotland and Northern Ireland. In addition, Black Horse provides a range of motor finance retail products to assist customers with vehicle ownership. Black Horse also administers a range of wholesale products to support dealers with funding demonstrators and vehicle stocking.

Black Horse is authorised as a finance provider under the Financial Services and Markets Act 2000 ("**FSMA**") as amended by the Financial Services Act 2012. Black Horse is authorised and regulated by the FCA. Black Horse is not a credit institution as defined in points (1) and (2) of Article 4(1) of the CRR.

For more details, see "*– Servicing and Collections*" below.

### Securitisation and Servicing Experience

Black Horse has been involved in three previous securitisation transactions: (i) a public securitisation in February 2011 with Cardiff Auto Receivables Securitisation 2011-1 plc and (ii) a private securitisation in October 2011 with Private Asset Receivables Securitisation 2011-1 plc, both of which were redeemed in 2012, and (iii) a public securitisation in December 2018 with Cardiff Auto Receivables Securitisation 2018-1 plc.

Black Horse has been appointed by the Issuer as the Servicer under the terms of the Servicing Agreement. Black Horse has expertise in servicing the Portfolio and the wider Black Horse portfolio and has well-documented and adequate policies, procedures and risk-management controls relating to the servicing of Portfolio and the wider Black Horse portfolio. The wider Black Horse portfolio includes, but is not limited to, the origination volumes set out below.

### Black Horse's Vehicle Finance Business

Within the vehicle finance industry in the UK, Black Horse is one of the major providers of point of sale car finance. Black Horse, having originated assets relating to motor finance (excluding contract hire) of approximately £11.6 billion at 31 December 2018. Black Horse originated the following amounts of hire purchase ("**HP**") and personal contract purchase ("**PCP**") business in the UK in the last five years:

#### Motor vehicle hire-purchase and personal contract purchase originated by Black Horse

	New Business Volume (£m)				
	2014	2015	2016	2017	2018
<b>HP</b>					
Cars.....	1,334	1,339	1,439	1,608	1,570
Motorbikes .....	42	85	103	73	75
LCVs.....	122	134	133	147	173
	<b>1,498</b>	<b>1,558</b>	<b>1,675</b>	<b>1,828</b>	<b>1,818</b>
<b>PCP</b>					
Cars.....	1,396	1,997	2,554	2,920	3,528
Motorbikes .....	53	71	92	103	109
LCVs.....	30	38	15	3	7
	<b>1,479</b>	<b>2,106</b>	<b>2,661</b>	<b>3,026</b>	<b>3,644</b>
<b>Total</b>					
Cars.....	2,729	3,336	3,993	4,528	5,098
Motorbikes .....	96	156	196	176	184

	New Business Volume (£m)				
	2014	2015	2016	2017	2018
LCVs.....	152	173	148	150	180
	<u>2,977</u>	<u>3,665</u>	<u>4,336</u>	<u>4,854</u>	<u>5,462</u>

For more details about the pool of Receivables, see "*The Portfolio*".

### Origination, Underwriting and Purchasing

Black Horse, as the originator, has internal policies and procedures in relation to the granting of credit, administration of credit-risk bearing portfolios and risk mitigation which broadly include:

- (a) criteria for the granting of credit and the process for approving, amending, renewing and re-financing credits,
- (b) systems in place to administer and monitor the various credit-risk bearing portfolios and exposures,
- (c) diversification of credit portfolios given Black Horse's target market and overall credit strategy, and
- (d) policies and procedures in relation to risk mitigation techniques.

The Portfolio was originated in the ordinary course of Black Horse's business in accordance with the origination processes set out above which were applied irrespective of whether the Receivables were to be securitised.

### Origination Channels

Black Horse originates vehicle personal contract purchase business through a network of dealers which gives it a broad geographic spread of business throughout England and Wales, Scotland and Northern Ireland.

Black Horse's vehicle finance business is introduced by third party motor dealers at the point of sale. Where dealers introduce contracts, they are responsible for collecting all customer application data such as the applicant's name, address and occupation, which is recorded on an application form on Black Horse's or the dealers own point of sale system.

### PCP Agreements

Personal contract plan agreements ("**PCP Agreements**") are available for both New Vehicles and Used Vehicles. PCP Agreements contain standard rental terms where an initial payment may be required and the balance is amortised in equal monthly instalments, with an optional additional larger "balloon" final rental payment at the end of the term of the PCP Agreement, where the Customer can either settle the contract by paying the balloon final rental payment (and thereby purchase the vehicle) or, subject to the vehicle being in a condition acceptable to Black Horse and within agreed mileage, return the vehicle to Black Horse in full and final settlement of the PCP Agreement.

Where the Customer chooses to retain the vehicle under a PCP Agreement, title in the vehicle passes to the Customer when the Customer pays the balloon final rental payment (which includes the "option to purchase" fee). The balloon final rental payment is less than or equal to a 'guaranteed future value' ("**GFV**") agreed when the contract was arranged. The GFV is established with reference to the vehicle specification (model and equipment), the term and mileage.

Where the Customer chooses to return the Vehicle, Black Horse then sells the Vehicle. The sale proceeds of the Vehicle are transferred to the Issuer as Vehicle Proceeds, with any shortfall being written off by the Issuer and not recovered from the Customer. The RV Top-Up Reserve Fund will be available to the Issuer to provide structural protection for the Rated Notes in respect of certain shortfalls between Vehicle Proceeds and the Optional Final Payment in relation to PCP Handback Receivables. See further the section entitled "*Credit Enhancement – RV Top-Up Reserve Fund*".

## **Application Processing**

Black Horse's standard application processing procedures require completion of an application in respect of each applicant. If the applicant is a consumer, the form will contain certain information about the prospective customer (such as information about his employment and whether he is a home owner) for the purpose of assessing his creditworthiness. All new applications are captured electronically, online, via dealer point of sale technology in motor dealer premises. The information obtained from the application is processed by Black Horse staff and is used in the credit scoring system described below. An application is accepted or rejected after applying this credit scoring process.

If an application is accepted, in over 73 per cent. of circumstances the agreement form is signed electronically by the customer at the relevant dealer's premises with the remaining forms being signed by the customer and forwarded to Black Horse's business operations team. The contract details, together with any other relevant information, are stored on computer and used for future contract servicing. A scan of the finance agreement is retained for a period of 10 years from the date of completion of the relevant contract so that appropriate legal remedies may be pursued against the customer if necessary.

## **Car Data Registration and Credit Assessment**

The car data registration team (the "**CDR Team**") ensures that vehicles are protected and correctly registered. The CDR Team look for any vehicles which have had a plate change, not been registered with the Driver and Vehicle Licensing Agency, are subject to a prior or subsequent interest and deal with each appropriately to ensure that Black Horse's vehicles are properly registered and protected.

Black Horse invests considerable resources vetting applications to assess the creditworthiness of applicants. The decision to grant credit in respect of any application is made in accordance with the company's credit policy. A mandate structure exists so that those cases where the applicant requires a larger amount of credit or where the terms are perceived to represent a higher risk are referred to experienced credit assessors.

All motor lending decisions are handled by Black Horse's motor operations team in Cardiff.

## **Consumer applications**

Once the application form, which has been completed at the dealer's premises, has been checked for completeness, it is subject to two elements of credit assessment. Firstly, a reference is obtained from a credit reference agency, through direct online links with Experian Limited. This allows the applicant's name and address to be verified and gives a credit history. This credit history will include data on current and prevailing credit facilities utilised by an individual, including (where available) the repayment profile under each facility. The reference will show any facility which has been terminated by a lender for breach and any county court judgments which have been made against the applicant. A vehicle data check is also carried out to ensure that nothing adverse is recorded against the vehicle such as being a stolen vehicle, an insurance write-off or already on finance with another provider.

Secondly, the application is credit scored, a process which involves a statistical method of credit assessment which gives certain weightings to individual characteristics, which have proved historically to be predictive of actual credit performance, and generates a credit score. Characteristics included in the scorecard incorporate the results of the credit reference check, alongside demographic data given by the applicant. The credit score is checked against a predetermined cut-off level. An application with a credit score which fails to attain that level can only be accepted after specific intervention by a Black Horse credit assessor, in accordance with an approved mandate structure. The volume and performance of the cases where there has been specific intervention is separately monitored. In addition, the company applies a number of lending policy rules governing the size of deposits and the term of agreements.

Since 1994, Black Horse has used in-house expertise to develop its own score cards. Scorecards may be redeveloped as required, and are subject to regular periodic monitoring and review. They are also subject to review via an independent model monitoring team. Redevelopment may be for numerous reasons, including a change in business strategy or risk appetite, consistent and marked deterioration in current model performance or legislative change. The performance of each score card is subject to two forms of continuing assessment. The first compares the demographic characteristics of current applicants with those of the applicants used to develop the score card. The second compares actual credit performance with that predicted by the scorecard.

With respect to motor fraud, Black Horse adopts a number of policies to aid in its prevention. Policy rules and a rule-based fraud index look to refer any potentially risky cases to lending officers to help determine whether a potential fraudulent application has been received. The "SIRA" assessment tool is also utilised by fraud prevention specialists to assist in spotting any fraudulent applications. In addition, an acceptance condition of all motor agreements is for a driving licence or a provisional driving licence in the customer's name and bearing a declared address to be submitted by the dealer in line with money laundering "Know Your Customer" regulations. This proof of identity is electronically validated by software embedded into the funding process.

### **Deposits paid by Customers**

Customers entering into contracts to finance motor vehicles may pay a deposit. The amount of the deposit paid by customers varies as a percentage of the cash price of the vehicle being financed. The level of deposits paid by customers affects the exposure Black Horse has in recovering amounts owed to it out of the sale proceeds of vehicles following repossession. Further information on the level of customer deposits is set out below in the section entitled "*The Portfolio – Summary of Portfolio (as of the Cut-Off Date)*".

### **Payment-Clearing Procedure**

All new hire-purchase and personal contract purchase contracts are set up with a direct debit mandate in place. This is actioned through the generation, on a daily basis, of a computer tape passed to the Association for Payment Clearing Services. Following signing of the contract, a customer may be permitted in certain circumstances to complete a standing order via the customer services team, instructing the customer's bank to pass funds to Black Horse, which receives, on a daily basis, a computer tape from the Association for Payment Clearing Services recording the amounts which have been paid. The use of standing orders is typically only permitted to help resolve any technical repayment issues a Customer may be facing. Thirdly, customers may pay in cash or by cheque at a branch of Lloyds Bank plc or of another clearing bank or through the post to Black Horse's central office. Customers can also make payments using the "Interactive Voice Response" or web self-service facility using their debit card or via internet banking.

### **Dealer Arrangements**

When Black Horse enters into a vehicle hire-purchase agreement with a customer introduced by a dealer, the dealer enters into a contract of sale with Black Horse whereby the dealer sells the vehicle to Black Horse for the purpose of leasing it on hire-purchase to the customer. If there is a breach of any of the express and implied terms of the contract of sale, Black Horse has a right of action against the dealer.

### **Servicing and Collections**

The company's collection policy is controlled centrally. Responsibility for arrears and default control lies within the Community Bank, however certain aspects of arrears and default processes are completed by third party providers selected from an approved panel.

Collections procedures have been established, based on computerised systems, with clearly defined rules set out by Black Horse. These rules will not be amended without the prior written consent of the Security Trustee (acting on the instructions of the Controlling Class) (except changes required by applicable law or regulatory guidance) if, in the reasonable opinion of Black Horse, the result of such amendment could reasonably be expected to adversely affect the Issuer or its interest in the Purchased Receivables.

In accordance with current practice, the arrears policy is based upon the risk categorisation of a particular customer case. In the first instance, cases deemed to be a high risk will be dealt with on a different timetable compared to those customers deemed to be of a medium or low risk. For example, in a high risk case direct contact would typically be made with the relevant customer at the point at which they were six days in arrears. With respect to a medium risk case, outbound contact attempts would not be sent until the customer was 24 days in arrears. A low risk case would typically be contacted by outbound methods only after the customer was one month in arrears. The collection policy also allows for contact to be made by personal visits, text messages, letters, auto-voice systems, "Interactive Voice Response" and online self-service; where required tracing and repossession work is also completed. Letters are not impacted by the risk categorisation with the first one issued at eight days in arrears. Black Horse have put in place procedures to recognise vulnerable customers and to manage cases of arrears accordingly.

Once a case (irrespective of risk profile) is over 121 days in arrears it is also subject to tracing and repossession work, use of text messages and personal visits in order to attempt to return the relevant account to order if it will add value, for example, if we have identified a new address following tracing work. If repossession work is unsuccessful and we are aware of the location of the goods, the arrears policy looks to enforcement. In this scenario action is taken through the courts for the return of goods through litigation and enforcement action. A write off only occurs where all options have been exhausted and it is no longer economic to pursue the debt. From time to time, debt sales may occur if the relevant account is eligible for sale.

In accordance with the Credit and Collection Procedures, Black Horse crystallises a loss with respect to an asset either following the sale of the relevant account to a third party or on sale of the Related Vehicle. For the purpose of the transaction, the Servicer will crystallise a loss on a Receivable and credit a corresponding amount to the Principal Deficiency Ledger where a Receivable becomes a Defaulted Receivable, PCP Handback Receivable or VT Receivable, as applicable. Any such loss recorded on the Principal Deficiency Ledger will be recorded gross of any Recoveries and/or Vehicle Proceeds (if applicable).

The rights under each personal contract plan contract are pursued, including the taking of legal action, in all cases where the circumstances make such action economic and practicable.

### **VT Receivables and Defaulted Receivables**

Any excess Vehicle Proceeds on Defaulted Receivables or VT Receivables are transferred to the Customer.

### **Modifications**

In certain cases where a customer has been delinquent, Black Horse may, at its option, permit the terms of the contract (such as monthly payment amounts or payment dates) to be modified if Black Horse believes that such a modification will enhance the likelihood of settlement in full.

Under the Receivables Servicing Agreement, Black Horse has agreed that no changes shall be made to the Receivable Agreements comprised in the Portfolio unless such changes are Permitted Variations. In addition, if Black Horse agrees to any amendment or modification to any Receivable Agreement comprised in the Portfolio which is a Non-Permitted Variation, the Seller must repurchase such Receivable and the Related Receivable Agreement subject to such modifications on or before the end of the Calculation Period in which such Non-Permitted Variation occurs in accordance with the terms of the Receivables Sale Deed.

### **Vehicle Accident Insurance**

Although Black Horse owns the vehicle under a personal contract purchase agreement, the customer, in possession of the vehicle, is legally responsible for obtaining (and maintaining) fully comprehensive insurance cover in respect of the vehicle. In seeking cover, the customer is obliged to state that the vehicle being insured is the subject of a personal contract purchase agreement, and the policy will be noted accordingly. Under the terms of the Receivable Agreement, the insurer must pay Black Horse any proceeds received in respect of an insurance claim not exceeding an amount equal to all amounts outstanding under the contract. In some circumstances, the relevant insurance company may settle an insurance claim by providing a replacement vehicle. In these circumstances, the contract with the customer is amended to reflect Black Horse's ownership of the replacement vehicle.

### **Historical Performance**

#### ***Delinquency and Credit Loss Information***

The following tables show delinquency and credit loss information for PCP contracts in the entire Black Horse portfolio which have similar characteristics to the Portfolio, specifically New Vehicle or Used Vehicles that are to Customers with an "A" credit score.

Delinquencies or credit losses may be influenced by a variety of economic, social, geographic and other factors beyond the control of Black Horse. Historical performance cannot give assurance that performance will remain constant. Please see the risk factor entitled "*Risks relating to the Underlying Assets and the Performance of the Notes – Performance of the Receivables is uncertain*" for more details.

Delinquencies and credit losses are shown as a percentage of the total portfolio with similar characteristics. Over the period shown, the portfolio size increases materially. The loss and delinquency experience for a particular pool of contracts originated in any period would differ from the portfolio experience shown in the following tables.

**Delinquencies**

Delinquencies are calculated based on the average of the outstanding number of the receivables that are delinquent at the end of the month expressed as a percentage of the average of the aggregate number of contracts as at the end of each month. The outstanding balance of a receivable (whether delinquent or not) means the receivables balance at the end of the month (including principal, interest accrued and unpaid and any fees charged to the customer) plus interest that would have accrued if the contract were paid to maturity under its terms. The period of delinquency is the number of days that more than £1 of a scheduled payment is past due.

**Credit Losses**

Credit losses are calculated by deducting net vehicle sale proceeds, if any, and any other collections from the outstanding principal balance only at the time of write-off. These are referred to in the table below as "vehicle recoveries". Credit losses are further reduced after write-off by any net recoveries received from or on behalf of the customer, including insurance proceeds.

In the following tables, credit losses, voluntary terminations and PCP handback data are calculated using principal balance. Delinquency data is calculated using outstanding balance (principal balance plus interest and any other fees).

*Delinquency and Credit Loss Information*

	Six Months Ended		Year Ended 31 December				
	30 June						
	2019	2018	2018	2017	2016	2015	2014
Average number of contracts outstanding.....	229,907	192,331	200,875	166,248	123,357	74,278	35,985
Average portfolio outstanding (£m) <sup>(1)</sup> .....	6,059	4,922	5,185	4,222	3,201	1,968	870

<sup>(1)</sup> Average of the aggregate outstanding balance of total Personal Contract Purchases outstanding at the end of each period, calculated by summing the individual monthly accounts and dividing by the number of months in the reporting period.

*Delinquencies*

	Six Months Ended		Year Ended 31 December				
	30 June						
	2019	2018	2018	2017	2016	2015	2014
<b>Average number of delinquencies</b>							
31 – 60 days.....	201	121	132	88	51	28	27
61 – 90 days.....	91	58	64	40	28	15	15
91 – 120 days.....	61	39	39	25	17	11	9
120 – 180 days.....	77	40	43	30	16	9	9
<b>Average number of delinquencies as a percentage of average number of contracts outstanding</b>							
31 – 60 days.....	0.09%	0.06%	0.07%	0.05%	0.04%	0.04%	0.08%
61 – 90 days.....	0.04%	0.03%	0.03%	0.02%	0.02%	0.02%	0.04%
91 – 120 days.....	0.03%	0.02%	0.02%	0.01%	0.01%	0.01%	0.02%
120 – 180 days.....	0.03%	0.02%	0.02%	0.02%	0.01%	0.01%	0.03%

*Credit Losses*

	Six Months Ended 30 June		Year Ended 31 December				
	2019	2018	2018	2017	2016	2015	2014
Aggregate losses before vehicle recoveries (£m) <sup>(1)</sup> .....	14.0	9.1	20.6	14.2	8.1	4.2	2.2
Losses before vehicle recoveries as a percentage of average portfolio outstanding ..	0.23%	0.18%	0.40%	0.34%	0.25%	0.21%	0.25%
Aggregate losses after vehicle recoveries (£m) .....	5.5	3.0	6.4	6.1	3.0	1.5	0.9
Losses after vehicle recoveries as a percentage of average portfolio outstanding <sup>(2)</sup> .....	0.09%	0.06%	0.12%	0.15%	0.09%	0.07%	0.11%

<sup>(1)</sup> Aggregate losses before vehicle recoveries are reported as gross losses for the calendar month in which the customer defaulted.  
<sup>(2)</sup> Aggregate losses after vehicle recoveries are reported as gross losses in the month the customer defaulted less the total recovery amount received in the same month.

***Voluntary terminations and PCP handbacks***

The following tables show voluntary terminations for PCP contracts in the entire Black Horse portfolio which have similar characteristics to the Portfolio, specifically New Vehicle or Used Vehicles that are to Customers with an "A" credit score. PCP handbacks are shown for PCP contracts in the entire Black Horse portfolio, including all credit grades, and specifically New Vehicle or Used Vehicles.

Voluntary terminations and PCP handbacks may be influenced by a variety of economic, social, geographic and other factors beyond the control of Black Horse. Historical performance cannot give assurance that performance will remain constant. Please see the risk factor entitled "*Risks relating to the Underlying Assets and the Performance of the Notes – Performance of the Receivables is uncertain*" for more details.

Voluntary terminations are shown as a percentage of the total portfolio with similar characteristics. Over the period shown, the portfolio size increases materially.

Voluntary terminations are calculated based on the aggregate number of terminations at the end of the month expressed as a percentage of the average of the aggregate number of contracts as at the end of each month.

PCP handbacks are calculated based on the aggregate number of vehicles returned and sold at the end of each month expressed as a percentage of the aggregate number of PCP Maturities at the end of each month.

In the following tables, credit losses, voluntary terminations and PCP handback data are calculated using principal balance. Delinquency data is calculated using outstanding balance (principal balance plus interest and any other fees).

*Voluntary Terminations*

	Six Months Ended 30 June		Year Ended 31 December				
	2019	2018	2018	2017	2016	2015	2014
Aggregate voluntary terminations before vehicle recoveries (£m) <sup>(1)</sup>	33.1	19.0	40.3	23.4	5.3	1.6	0.3
Voluntary terminations before vehicle recoveries as a percentage of average portfolio outstanding	0.55%	0.39%	0.78%	0.55%	0.17%	0.08%	0.03%
Aggregate voluntary terminations after vehicle recoveries (£m)	5.9	2.6	5.0	4.5	0.9	0.5	0.0
Voluntary termination after vehicle recoveries as a percentage of average portfolio outstanding <sup>(2)</sup>	0.10%	0.05%	0.10%	0.11%	0.03%	0.02%	0.00%

<sup>(1)</sup> Aggregate voluntary terminations before vehicle recoveries are reported as voluntary terminations in the calendar month in which the customer terminated.

<sup>(2)</sup> Aggregate voluntary terminations after vehicle recoveries are reported as voluntary terminations in the month the customer terminated less the total recovery amount received in the same month.

*PCP Handback Volumes <sup>(1)</sup>*

	Six Months Ended 30 June		Year Ended 31 December				
	2019	2018	2018	2017	2016	2015	2014
Number of PCP Maturities	57,630	37,915	81,210	42,835	16,703	7,655	398
Number of PCP's returned and sold	1,844	842	2,630	733	216	104	89
Return Rate	3.20%	2.22%	3.24%	1.71%	1.29%	1.36%	22.36%
Residual Gain/Loss	£-2,756,446	£-50,438	£-939,071	£286,297	£122,803	£58,562	£31,924

<sup>(1)</sup> PCP handback data is based on the whole PCP portfolio (not Grade A only).

*Portfolio Delinquency Experience – Total Personal Contract Purchases (PCP)*

	31 – 60 Days	61 – 90 Days	91 – 120 Days	120 – 180 Days
<i>As at month ending</i>				
31 March 2014	0.04	0.02	0.01	0.02
30 June 2014	0.03	0.02	0.01	0.00
30 September 2014	0.02	0.02	0.01	0.01
31 December 2014	0.05	0.02	0.01	0.00
31 March 2015	0.03	0.01	0.01	0.01
30 June 2015	0.03	0.02	0.01	0.00
30 September 2015	0.03	0.02	0.02	0.01
31 December 2015	0.02	0.02	0.00	0.01
31 March 2016	0.03	0.02	0.01	0.01
30 June 2016	0.03	0.03	0.01	0.01
30 September 2016	0.05	0.02	0.02	0.02
31 December 2016	0.05	0.03	0.01	0.01
31 March 2017	0.06	0.02	0.02	0.02
30 June 2017	0.06	0.02	0.02	0.02
30 September 2017	0.04	0.03	0.02	0.02
31 December 2017	0.06	0.03	0.02	0.02
31 March 2018	0.07	0.03	0.02	0.02
30 June 2018	0.06	0.03	0.02	0.03
30 September 2018	0.06	0.04	0.01	0.02
31 December 2018	0.08	0.04	0.03	0.02
31 March 2019	0.08	0.05	0.02	0.04
30 June 2019	0.09	0.05	0.03	0.05

<sup>(1)</sup> Delinquencies are calculated based on the outstanding balance (principal balance plus interest and any other fees) of the receivables that are delinquent at the end of any given month expressed as a percentage of the aggregate outstanding balance of the Personal Contract Purchases portfolio of that given month.



***Vintage Origination Information***

Information about the entire Black Horse portfolio which have similar characteristics to the Portfolio originated in prior years is shown in the tables below. The information consists of cumulative gross and net losses and voluntary terminations for contracts originated by Black Horse during the period. It is not certain whether the loss experience of a particular pool of receivables will be similar to the information shown in the tables for a particular period because the Black Horse origination policies changes over time. Despite these differences, the tables are generally comparable to the receivables in the Portfolio because these changes have not been significant and the origination, underwriting and purchasing policies and servicing policies by Black Horse have been generally consistent over time.

Cumulative Gross Losses by Quarter of Origination <sup>(1)</sup>

		Months after Origination																				
		0	3	6	9	12	15	18	21	24	27	30	33	36	39	42	45	48	51	54	57	60
2014	Q1	0.00%	0.04%	0.07%	0.09%	0.13%	0.17%	0.22%	0.27%	0.35%	0.42%	0.47%	0.53%	0.56%	0.59%	0.63%	0.67%	0.70%	0.73%	0.76%	0.77%	0.77%
	Q2	0.00%	0.02%	0.07%	0.12%	0.17%	0.19%	0.23%	0.29%	0.37%	0.45%	0.53%	0.55%	0.61%	0.66%	0.67%	0.72%	0.75%	0.78%	0.81%	0.83%	0.83%
	Q3	0.00%	0.04%	0.06%	0.13%	0.24%	0.32%	0.38%	0.45%	0.51%	0.54%	0.58%	0.64%	0.67%	0.69%	0.74%	0.80%	0.81%	0.82%	0.85%	0.86%	
	Q4	0.00%	0.10%	0.18%	0.23%	0.34%	0.42%	0.43%	0.48%	0.56%	0.63%	0.66%	0.70%	0.77%	0.81%	0.89%	0.90%	0.93%	0.95%	0.97%		
2015	Q1	0.00%	0.00%	0.07%	0.10%	0.15%	0.18%	0.21%	0.29%	0.35%	0.43%	0.49%	0.56%	0.59%	0.63%	0.67%	0.69%	0.72%	0.73%			
	Q2	0.00%	0.03%	0.05%	0.11%	0.17%	0.22%	0.31%	0.35%	0.48%	0.53%	0.58%	0.61%	0.68%	0.75%	0.81%	0.84%	0.91%				
	Q3	0.00%	0.03%	0.07%	0.20%	0.21%	0.29%	0.40%	0.45%	0.55%	0.62%	0.69%	0.73%	0.82%	0.91%	0.96%	1.05%					
	Q4	0.00%	0.02%	0.06%	0.11%	0.20%	0.24%	0.30%	0.37%	0.40%	0.45%	0.51%	0.61%	0.69%	0.76%	0.83%						
2016	Q1	0.00%	0.09%	0.12%	0.18%	0.27%	0.35%	0.41%	0.47%	0.55%	0.63%	0.69%	0.78%	0.89%	0.98%							
	Q2	0.00%	0.02%	0.08%	0.17%	0.28%	0.39%	0.45%	0.54%	0.65%	0.73%	0.80%	0.90%	1.04%								
	Q3	0.00%	0.02%	0.09%	0.19%	0.24%	0.34%	0.40%	0.47%	0.60%	0.70%	0.78%	0.85%									
	Q4	0.00%	0.02%	0.06%	0.15%	0.20%	0.26%	0.33%	0.47%	0.56%	0.66%	0.82%										
2017	Q1	0.00%	0.05%	0.09%	0.16%	0.24%	0.31%	0.39%	0.45%	0.53%	0.60%											
	Q2	0.00%	0.05%	0.11%	0.18%	0.31%	0.37%	0.45%	0.55%	0.70%												
	Q3	0.00%	0.01%	0.05%	0.10%	0.20%	0.24%	0.36%	0.42%													
	Q4	0.00%	0.06%	0.10%	0.18%	0.23%	0.33%	0.42%														
2018	Q1	0.00%	0.05%	0.09%	0.19%	0.28%	0.35%															
	Q2	0.00%	0.02%	0.09%	0.16%	0.23%																
	Q3	0.00%	0.03%	0.10%	0.13%																	
	Q4	0.00%	0.04%	0.06%																		
2019	Q1	0.00%	0.02%																			
	Q2	0.00%																				

<sup>(1)</sup> Gross losses in quarter are calculated using the gross losses in months after account origination shown as a percentage of the total advances in that same period.

Cumulative Net Losses by Quarter of Origination <sup>(1)</sup>

		Months after Origination																				
		0	3	6	9	12	15	18	21	24	27	30	33	36	39	42	45	48	51	54	57	60
2014	Q1	0.00%	0.02%	0.03%	0.04%	0.04%	0.08%	0.08%	0.09%	0.13%	0.15%	0.19%	0.19%	0.18%	0.20%	0.21%	0.21%	0.22%	0.22%	0.23%	0.23%	0.21%
	Q2	0.00%	0.01%	0.05%	0.06%	0.04%	0.04%	0.04%	0.08%	0.10%	0.16%	0.19%	0.17%	0.21%	0.20%	0.19%	0.21%	0.21%	0.20%	0.22%	0.21%	0.19%
	Q3	0.00%	0.04%	0.03%	0.07%	0.13%	0.13%	0.13%	0.17%	0.18%	0.18%	0.21%	0.23%	0.22%	0.23%	0.25%	0.26%	0.20%	0.17%	0.19%	0.18%	
	Q4	0.00%	0.03%	0.09%	0.07%	0.16%	0.17%	0.17%	0.17%	0.17%	0.23%	0.22%	0.26%	0.24%	0.24%	0.28%	0.27%	0.22%	0.22%	0.22%		
2015	Q1	0.00%	0.00%	0.05%	0.07%	0.07%	0.05%	0.07%	0.13%	0.13%	0.19%	0.22%	0.27%	0.25%	0.26%	0.26%	0.25%	0.23%	0.21%			
	Q2	0.00%	0.02%	0.02%	0.06%	0.09%	0.12%	0.17%	0.18%	0.27%	0.26%	0.27%	0.27%	0.27%	0.33%	0.30%	0.31%	0.31%				
	Q3	0.00%	0.01%	0.04%	0.12%	0.09%	0.11%	0.16%	0.17%	0.20%	0.20%	0.23%	0.22%	0.26%	0.29%	0.29%	0.33%					
	Q4	0.00%	0.02%	0.03%	0.05%	0.08%	0.10%	0.12%	0.18%	0.19%	0.17%	0.22%	0.27%	0.30%	0.29%	0.32%						
2016	Q1	0.00%	0.07%	0.07%	0.10%	0.15%	0.19%	0.22%	0.24%	0.27%	0.30%	0.31%	0.31%	0.36%	0.36%							
	Q2	0.00%	0.02%	0.04%	0.09%	0.17%	0.23%	0.21%	0.26%	0.32%	0.31%	0.32%	0.36%	0.41%								
	Q3	0.00%	0.01%	0.04%	0.10%	0.11%	0.19%	0.18%	0.21%	0.31%	0.32%	0.35%	0.38%									
	Q4	0.00%	0.01%	0.04%	0.11%	0.10%	0.14%	0.18%	0.21%	0.26%	0.32%	0.39%										
2017	Q1	0.00%	0.02%	0.03%	0.08%	0.11%	0.13%	0.16%	0.19%	0.19%	0.23%											
	Q2	0.00%	0.02%	0.05%	0.08%	0.13%	0.16%	0.17%	0.22%	0.29%												
	Q3	0.00%	0.01%	0.03%	0.06%	0.11%	0.10%	0.17%	0.18%													
	Q4	0.00%	0.03%	0.04%	0.09%	0.09%	0.17%	0.23%														
2018	Q1	0.00%	0.03%	0.04%	0.10%	0.13%	0.15%															
	Q2	0.00%	0.01%	0.05%	0.07%	0.11%																
	Q3	0.00%	0.01%	0.06%	0.07%																	
	Q4	0.00%	0.03%	0.04%																		
2019	Q1	0.00%	0.02%																			
	Q2	0.00%																				

<sup>(1)</sup> Net losses in quarter are calculated using the gross losses in months after account origination, less recoveries received in months after account origination, shown as a percentage of the total advances in that same period.

Cumulative Voluntary Terminations by Quarter of Origination <sup>(1)</sup>

		Months after Origination																				
		0	3	6	9	12	15	18	21	24	27	30	33	36	39	42	45	48	51	54	57	60
2014	Q1	0.00%	0.00%	0.01%	0.01%	0.01%	0.02%	0.02%	0.03%	0.07%	0.14%	0.26%	0.45%	0.92%	1.25%	1.54%	1.68%	1.81%	1.83%	1.84%	1.84%	1.84%
	Q2	0.00%	0.00%	0.01%	0.03%	0.03%	0.04%	0.04%	0.05%	0.09%	0.18%	0.28%	0.57%	1.26%	1.58%	1.92%	2.17%	2.41%	2.42%	2.42%	2.42%	2.42%
	Q3	0.00%	0.00%	0.00%	0.02%	0.02%	0.02%	0.03%	0.04%	0.08%	0.18%	0.34%	0.69%	1.24%	1.61%	1.86%	2.09%	2.26%	2.26%	2.26%	2.27%	
	Q4	0.00%	0.00%	0.01%	0.01%	0.03%	0.03%	0.04%	0.05%	0.08%	0.14%	0.29%	0.69%	1.21%	1.56%	1.90%	2.15%	2.30%	2.32%	2.32%		
2015	Q1	0.00%	0.00%	0.00%	0.00%	0.02%	0.02%	0.03%	0.07%	0.10%	0.22%	0.40%	0.79%	1.36%	1.85%	2.14%	2.37%	2.53%	2.54%			
	Q2	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.01%	0.04%	0.10%	0.23%	0.41%	0.81%	1.55%	2.13%	2.54%	2.84%	3.10%				
	Q3	0.00%	0.00%	0.01%	0.01%	0.02%	0.02%	0.03%	0.03%	0.08%	0.19%	0.39%	0.80%	1.51%	2.12%	2.57%	3.00%					
	Q4	0.00%	0.00%	0.00%	0.00%	0.01%	0.01%	0.01%	0.05%	0.14%	0.25%	0.44%	0.88%	1.51%	2.02%	2.44%						
2016	Q1	0.00%	0.00%	0.01%	0.01%	0.01%	0.01%	0.03%	0.04%	0.07%	0.17%	0.30%	0.63%	1.46%	2.09%							
	Q2	0.00%	0.00%	0.00%	0.01%	0.03%	0.06%	0.07%	0.08%	0.12%	0.18%	0.33%	0.75%	1.71%								
	Q3	0.00%	0.00%	0.00%	0.01%	0.01%	0.02%	0.04%	0.06%	0.13%	0.20%	0.34%	0.86%									
	Q4	0.00%	0.00%	0.03%	0.03%	0.04%	0.05%	0.06%	0.07%	0.10%	0.15%	0.45%										
2017	Q1	0.00%	0.01%	0.02%	0.02%	0.04%	0.08%	0.10%	0.14%	0.16%	0.27%											
	Q2	0.00%	0.00%	0.01%	0.01%	0.03%	0.03%	0.07%	0.11%	0.19%												
	Q3	0.00%	0.00%	0.01%	0.04%	0.05%	0.07%	0.09%	0.11%													
	Q4	0.00%	0.00%	0.00%	0.02%	0.02%	0.03%	0.06%														
2018	Q1	0.00%	0.00%	0.00%	0.01%	0.01%	0.04%															
	Q2	0.00%	0.00%	0.00%	0.01%	0.02%																
	Q3	0.00%	0.00%	0.01%	0.02%																	
	Q4	0.00%	0.00%	0.01%																		
2019	Q1	0.00%	0.00%																			
	Q2	0.00%																				

<sup>(1)</sup> Voluntary terminations in the quarter are calculated using the voluntary terminations in the months received after account origination shown as a percentage of the advances in that same period.

## THE PORTFOLIO

### General

Information contained in this section is based on the Portfolio as at the Cut-Off Date.

The Portfolio is comprised of Receivables originated by the Seller and, subject to subsequent repayments, redemptions or changes in eligibility, is expected to be purchased by the Issuer on the Closing Date. All Receivables in the Portfolio are derived from Receivable Agreements.

The Purchased Receivables which comprise the Portfolio will be purchased by the Issuer from Black Horse as Seller pursuant to the terms of the Receivables Sale Deed to be entered into on the Closing Date. The information contained in this section relates to the Receivables which will satisfy the Eligibility Criteria as at the Closing Date, on which date the Purchased Receivables will be transferred by the Seller.

### The Receivables

The Receivables that will be sold to the Issuer by the Seller arise under a pool of Receivable Agreements originated in England and Wales for the sale of Vehicles. On the Closing Date, Black Horse will sell the Receivables, together with the Ancillary Rights and the Vehicle Proceeds arising under such Receivables. The sale of the Receivables will be completed under the Receivables Sale Deed described in "*Principal Transaction Documents – Receivables Sale Deed*".

The Issuer's assets will be:

- the Receivables and Collections on the Receivables applied after the Cut-Off Date;
- proceeds of the sale of Financed Vehicles in respect of which the Customer has not paid the Optional Final Payment or which have been returned to the Seller for any other reason;
- rights under the Receivable Agreements;
- proceeds from claims on insurance policies covering the Financed Vehicles or the Customers;
- rights under the Collection Account Trust;
- rights in the Issuer Accounts; and
- rights under the Transaction Documents.

The Receivables sold to the Issuer will not include the portion of the amount outstanding which relates to any amount paid by a Customer and applied on or before the Cut-Off Date.

The Receivables comprise full recourse claims against Customers in respect of payments due under Receivable Agreements for the provision of credit for the purchase of Vehicles.

Although the Customer is the registered keeper of the Vehicle, Black Horse retains title to the Vehicles. The Receivable Agreements contain provisions entitling, but not obliging, the Customer to purchase the Vehicle at the end of the hire period, normally on payment of a specified purchase fee.

The Receivable Agreements are governed by English law and take the form of personal contract purchase agreements between Black Horse and Customers.

### Selection of Receivables

The Receivables were selected by Black Horse from its portfolio of retail Receivable Agreements that meet the Eligibility Criteria using selection procedures that Black Horse believes not to be adverse to Noteholders. The Eligibility Criteria include that:

1. as at the Cut-Off Date, each Receivable:
  - (a) has been randomly selected from a pool of eligible loans;

- (b) relates to a New Vehicle or Used Vehicle;
  - (c) arises under a Receivable Agreement designed as a fixed rate personal contract purchase agreement;
  - (d) is denominated and payable in Sterling;
  - (e) is not a Defaulted Receivable, a PCP Handback Receivable or a VT Receivable;
  - (f) has an Outstanding Principal Balance of not less than £1,000 or greater than £80,000;
  - (g) is not a Delinquent Receivable;
  - (h) has had at least one monthly payment made in respect of it by the Customer;
  - (i) is not a Receivable Agreement in respect of which insurance products have been sold or financed;
  - (j) does not have an annual percentage rate of the total charge for credit (APR) in excess of 25 per cent;
  - (k) has a credit score of "A" in accordance with the Seller's Credit and Collection Procedures;
  - (l) is freely transferable by the Seller;
  - (m) in respect of which no withholding taxes are applicable to any payments made under the relevant Receivable Agreement;
  - (n) in respect of which no stamp duty or stamp taxes are payable in connection with the assignment or transfer over or in respect of the Receivables or Ancillary Rights to the Issuer;
  - (o) in respect of which, the Seller's interest in relation to the Related Vehicle is registered with a nationally recognised agency that regulates and records interests in vehicles (including Car Data Register);
  - (p) is not classified on the Seller's systems or identified in its records as "Refer to File" indicating that it falls into one or more specified categories which, for example, indicates quality disputes, modified agreements, voluntary terminations, insurance claim pending, cast doubt on the creditworthiness of the Customer, such as where fraud is suspected or legal proceedings have been commenced;
  - (q) is due from a Customer who does not have a credit assessment indicating, based on the originator's underwriting policy, a significant risk that contractually agreed payments will not be made; and
  - (r) has a remaining term of not less than two months;
2. as at the relevant origination date, in respect of each Receivable, the Related Receivable Agreement:
- (a) is due from a Customer who:
    - (i) was resident in England or Wales;
    - (ii) was not insolvent or bankrupt and no proceedings for the commencement of insolvency proceedings are pending in any jurisdiction against it (to the best knowledge of the originator); and
    - (iii) has not had a county court judgment entered or awarded against him on or in the three years prior to the date of origination of the relevant Receivable.
  - (b) was originated at point of sale, and not by direct lending;

- (c) has been entered into with a Customer that is an individual;
  - (d) was originated on or after 1 April 2017;
  - (e) did not have a loan-to-value ratio of over 100 per cent;
  - (f) had a term of not more than 50 months; and
  - (g) had a term of not less than six months; and
3. on each date on which a Variation is agreed in respect of a Purchased Receivable, the Variation is not a Non-Permitted Variation.

As a consequence of the Eligibility Criteria being applied to the Seller's wider portfolio, no Receivables that, as of the Cut-Off Date, had undergone a debt restructuring process as a result of delinquencies were selected for the Portfolio.

### Composition of the Receivables

The following tables show the characteristics and distributions of some pool characteristics of the pool of Receivables on the Cut-Off Date. The percentages in the following tables may not sum to 100 per cent. due to rounding.

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

Number of Receivable Agreements.....	21,328
Total current Outstanding Principal Balance .....	£610,069,931.05
Average current Outstanding Principal Balance .....	£28,604.18
Minimum current Outstanding Principal Balance.....	£1,296.12
Maximum current Outstanding Principal Balance.....	£78,959.39
Weighted Average APR .....	5.94%
Minimum APR.....	0.00%
Maximum APR .....	15.72%
Weighted Average Scheduled Remaining Term (months).....	36.09
Minimum Scheduled Remaining Term (months) .....	2
Maximum Scheduled Remaining Term (months).....	46
Latest Maturity Date.....	2 September 2023
Minimum Original Maturity (months).....	12
Maximum Original Maturity (months).....	50
Weighted Average Seasoning (months).....	9.18
Receivable Agreements paying by Direct Debit.....	21,298
Outstanding Principal Balance of Direct Debit Agreements.....	£609,072,840.67

### Area Analysis

Black Horse originates vehicle personal contract business through a network of dealers which gives it a broad geographic spread of business throughout the UK. The table below shows the geographic distribution of the Portfolio.

<b>Geographical Region</b>	<b>Outstanding Principal Balance (£)</b>	<b>Number of Receivable Agreements</b>	<b>Percentage Distribution by Balance</b>	<b>Percentage Distribution by number</b>
Greater London.....	67,739,177	2,051	11.1%	9.6%
South East.....	136,404,910	4,631	22.4%	21.7%
South West.....	61,682,970	2,334	10.1%	10.9%
East Anglia .....	20,343,947	750	3.3%	3.5%
East Midlands .....	40,081,696	1,381	6.6%	6.5%
West Midlands.....	96,580,540	3,361	15.8%	15.8%
Northern England.....	35,486,255	1,373	5.8%	6.4%
North West.....	74,333,835	2,669	12.2%	12.5%
Yorkshire & Humberside.....	56,570,521	1,953	9.3%	9.2%
Wales.....	20,846,080	825	3.4%	3.9%
Other.....	0	0	0.0%	0.0%
<b>Total.....</b>	<b>610,069,931</b>	<b>21,328</b>	<b>100%</b>	<b>100%</b>

**Distribution by Annual Yield**

<b>APR Range</b>	<b>Outstanding Principal Balance (£)</b>	<b>Number of Receivable Agreements</b>	<b>Percentage Distribution by Balance</b>	<b>Percentage Distribution by number</b>
Interest Free .....	33,051,493	1,436	5.4%	6.7%
0.00% – 0.99% .....	-	-	0.0%	0.0%
1.00% – 1.99% .....	1,860,661	26	0.3%	0.1%
2.00% – 2.99% .....	1,772,075	38	0.3%	0.2%
3.00% – 3.99% .....	44,031,161	1,210	7.2%	5.7%
4.00% – 4.99% .....	59,694,184	1,940	9.8%	9.1%
5.00% – 5.99% .....	263,412,531	7,815	43.2%	36.6%
6.00% – 6.99% .....	91,348,392	2,745	15.0%	12.9%
7.00% – 7.99% .....	31,833,384	1,428	5.2%	6.7%
8.00% – 8.99% .....	18,999,612	879	3.1%	4.1%
9.00% – 9.99% .....	33,683,223	1,988	5.5%	9.3%
10.00% – 10.99% .....	21,988,726	1,245	3.6%	5.8%
11.00% – 11.99% .....	4,083,819	232	0.7%	1.1%
12.00% – 12.99% .....	3,438,881	264	0.6%	1.2%
13.00% – 13.99% .....	782,237	72	0.1%	0.3%
14.00% – 14.99% .....	84,217	9	0.0%	0.0%
15.00% – 15.99% .....	5,334	1	0.0%	0.0%
<b>Total</b> .....	<b>610,069,931</b>	<b>21,328</b>	<b>100.00%</b>	<b>100.00%</b>

**Distribution by Month of Origination**

<b>Month of Origination</b>	<b>Outstanding Principal Balance (£)</b>	<b>Number of Receivable Agreements</b>	<b>Percentage Distribution by Balance</b>	<b>Percentage Distribution by number</b>
April 2017 .....	187,892	6	0.0%	0.0%
May 2017 .....	216,060	8	0.0%	0.0%
June 2017 .....	393,967	11	0.1%	0.1%
July 2017 .....	335,071	9	0.1%	0.0%
August 2017 .....	276,093	9	0.0%	0.0%
September 2017 .....	1,098,135	25	0.2%	0.1%
October 2017 .....	608,943	14	0.1%	0.1%
November 2017 .....	447,040	10	0.1%	0.0%
December 2017 .....	593,649	11	0.1%	0.1%
January 2018 .....	505,861	14	0.1%	0.1%
February 2018 .....	402,696	9	0.1%	0.0%
March 2018 .....	2,385,245	44	0.4%	0.2%
April 2018 .....	1,140,716	18	0.2%	0.1%
May 2018 .....	1,512,082	23	0.2%	0.1%
June 2018 .....	1,794,826	30	0.3%	0.1%
July 2018 .....	1,080,094	25	0.2%	0.1%
August 2018 .....	21,368,045	912	3.5%	4.3%
September 2018 .....	75,956,652	2,622	12.5%	12.3%
October 2018 .....	46,836,626	1,745	7.7%	8.2%
November 2018 .....	47,429,771	1,676	7.8%	7.9%
December 2018 .....	33,818,221	1,247	5.5%	5.8%
January 2019 .....	43,626,865	1,738	7.2%	8.1%
February 2019 .....	28,895,911	1,215	4.7%	5.7%
March 2019 .....	110,305,014	3,528	18.1%	16.5%
April 2019 .....	52,479,839	1,825	8.6%	8.6%
May 2019 .....	58,336,344	1,924	9.6%	9.0%
June 2019 .....	65,673,169	2,268	10.8%	10.6%
July 2019 .....	12,365,106	362	2.0%	1.7%
<b>Total</b> .....	<b>610,069,931</b>	<b>21,328</b>	<b>100.0%</b>	<b>100.0%</b>



**Distribution by Term at Origination**

<b>Original Term</b>	<b>Outstanding Principal Balance (£)</b>	<b>Number of Receivable Agreements</b>	<b>Percentage Distribution by Balance</b>	<b>Percentage Distribution by number</b>
0 – 12 Months .....	121,619	5	0.0%	0.0%
13 – 24 Months .....	15,816,723	597	2.6%	2.8%
25 – 36 Months .....	51,408,976	1,791	8.4%	8.4%
37 – 48 Months .....	179,354,522	6,754	29.4%	31.7%
49 – 60 Months .....	363,368,091	12,181	59.6%	57.1%
<b>Total</b> .....	<b>610,069,931</b>	<b>21,328</b>	<b>100.00%</b>	<b>100.00%</b>

**Distribution by Elapsed Term**

<b>Elapsed Term</b>	<b>Outstanding Principal Balance (£)</b>	<b>Number of Receivable Agreements</b>	<b>Percentage Distribution by Balance</b>	<b>Percentage Distribution by number</b>
0 – 12 Months .....	476,218,590	16,620	78.1%	77.9%
13 – 24 Months .....	130,997,170	4,631	21.5%	21.7%
25 – 36 Months .....	2,854,171	77	0.5%	0.4%
<b>Total</b> .....	<b>610,069,931</b>	<b>21,328</b>	<b>100.00%</b>	<b>100.00%</b>

**Distribution by Remaining Term**

<b>Remaining Term</b>	<b>Outstanding Principal Balance (£)</b>	<b>Number of Receivable Agreements</b>	<b>Percentage Distribution by Balance</b>	<b>Percentage Distribution by number</b>
0 – 12 Months .....	7,358,907	279	1.2%	1.3%
13 – 24 Months .....	55,375,323	1,906	9.1%	8.9%
25 – 36 Months .....	192,804,463	6,780	31.6%	31.8%
37 – 48 Months .....	354,531,238	12,363	58.1%	58.0%
<b>Total</b> .....	<b>610,069,931</b>	<b>21,328</b>	<b>100.00%</b>	<b>100.00%</b>

**Distribution by original Outstanding Principal Balance**

<b>Original Outstanding Principal Balance</b>	<b>Outstanding Principal Balance (£)</b>	<b>Number of Receivable Agreements</b>	<b>Percentage Distribution by Balance</b>	<b>Percentage Distribution by number</b>
Less than £5,000.00 .....	144,985	38	0.0%	0.2%
£5,000.00 – £9,999.99 .....	9,004,286	1,219	1.5%	5.7%
£10,000.00 – £14,999.99 .....	26,179,038	2,333	4.3%	10.9%
£15,000.00 – £19,999.99 .....	30,210,287	1,904	5.0%	8.9%
£20,000.00 – £24,999.99 .....	40,402,873	1,954	6.6%	9.2%
£25,000.00 – £29,999.99 .....	80,901,556	3,122	13.3%	14.6%
£30,000.00 – £34,999.99 .....	104,881,674	3,516	17.2%	16.5%
£35,000.00 – £39,999.99 .....	85,264,231	2,504	14.0%	11.7%
£40,000.00 – £44,999.99 .....	52,727,522	1,351	8.6%	6.3%
£45,000.00 – £49,999.99 .....	46,652,688	1,054	7.6%	4.9%
£50,000.00 – £54,999.99 .....	36,054,206	744	5.9%	3.5%
£55,000.00 – £59,999.99 .....	22,525,265	426	3.7%	2.0%
£60,000.00 – £64,999.99 .....	18,987,704	329	3.1%	1.5%
£65,000.00 – £69,999.99 .....	16,469,630	266	2.7%	1.2%
£70,000.00 – £74,999.99 .....	13,589,303	206	2.2%	1.0%
£75,000.00 – £79,999.99 .....	8,894,824	126	1.5%	0.6%
£80,000.00 – £84,999.99 .....	6,759,389	92	1.1%	0.4%
£85,000.00 – £89,999.99 .....	5,421,170	75	0.9%	0.4%
£90,000.00 – £94,999.99 .....	3,473,306	48	0.6%	0.2%
£95,000.00 – £99,999.99 .....	882,402	12	0.1%	0.1%
£100,000.00 and above .....	643,592	9	0.1%	0.0%
<b>Total</b> .....	<b>610,069,931</b>	<b>21,328</b>	<b>100.00%</b>	<b>100.00%</b>

**Distribution by current Outstanding Principal Balance**

<b>Current Outstanding Principal Balance</b>	<b>Outstanding Principal Balance (£)</b>	<b>Number of Receivable Agreements</b>	<b>Percentage Distribution by Balance</b>	<b>Percentage Distribution by number</b>
Less than £5,000.00 .....	341,368	81	0.1%	0.4%
£5,000.00 – £9,999.99.....	13,915,316	1,731	2.3%	8.1%
£10,000.00 – £14,999.99.....	29,946,667	2,408	4.9%	11.3%
£15,000.00 – £19,999.99.....	34,763,185	1,984	5.7%	9.3%
£20,000.00 – £24,999.99.....	50,130,612	2,218	8.2%	10.4%
£25,000.00 – £29,999.99.....	113,533,229	4,103	18.6%	19.2%
£30,000.00 – £34,999.99.....	108,330,777	3,353	17.8%	15.7%
£35,000.00 – £39,999.99.....	59,487,227	1,600	9.8%	7.5%
£40,000.00 – £44,999.99.....	46,636,298	1,103	7.6%	5.2%
£45,000.00 – £49,999.99.....	48,919,417	1,035	8.0%	4.9%
£50,000.00 – £54,999.99.....	27,142,513	520	4.4%	2.4%
£55,000.00 – £59,999.99.....	21,064,695	367	3.5%	1.7%
£60,000.00 – £64,999.99.....	19,487,674	312	3.2%	1.5%
£65,000.00 – £69,999.99.....	15,326,651	227	2.5%	1.1%
£70,000.00 – £74,999.99.....	14,619,158	202	2.4%	0.9%
£75,000.00 – £79,999.99.....	6,425,145	84	1.05%	0.39%
<b>Total</b> .....	<b>610,069,931</b>	<b>21,328</b>	<b>100.00%</b>	<b>100.00%</b>

**Distribution by Fuel Type**

<b>Fuel Type</b>	<b>Outstanding Principal Balance (£)</b>	<b>Number of Receivable Agreements</b>	<b>Percentage Distribution by Balance</b>	<b>Percentage Distribution by number</b>
Petrol .....	146,144,978.58	6,623	24.0%	31.1%
Diesel.....	440,693,912.00	14,260	72.2%	66.9%
Electric.....	10,946,943.06	196	1.8%	0.9%
Petrol/Electric Hybrid .....	709,315.58	39	0.1%	0.2%
Range Extender.....	1,961,979.72	28	0.3%	0.1%
Petrol/Plug-In Electric Hybrid ...	9,367,183.59	173	1.5%	0.8%
Diesel/Electric Hybrid .....	245,618.52	9	0.0%	0.0%
<b>Total</b> .....	<b>610,069,931.05</b>	<b>21,328</b>	<b>100.00%</b>	<b>100.00%</b>

**PCP Quarter of Maturity Distribution**

<b>PCP Quarter of Maturity</b>	<b>Current Outstanding Balance (£)</b>	<b>Percentage Distribution by Balance</b>	<b>Number of Underlying Agreements</b>	<b>Percentage Distribution by number</b>
Q4 2019 .....	96,231	0.0%	2	0.0%
Q1 2020 .....	330,854	0.1%	9	0.0%
Q2 2020 .....	150,351	0.0%	7	0.0%
Q3 2020 .....	3,188,047	0.5%	126	0.6%
Q4 2020 .....	5,058,050	0.8%	190	0.9%
Q1 2021 .....	7,695,858	1.3%	276	1.3%
Q2 2021 .....	11,138,683	1.8%	352	1.7%
Q3 2021 .....	14,377,642	2.4%	514	2.4%
Q4 2021 .....	34,431,615	5.6%	1,177	5.5%
Q1 2022 .....	26,847,881	4.4%	942	4.4%
Q2 2022 .....	46,085,656	7.6%	1,460	6.8%
Q3 2022 .....	39,322,226	6.4%	1,514	7.1%
Q4 2022 .....	118,786,915	19.5%	4,229	19.8%
Q1 2023 .....	92,783,910	15.2%	3,615	16.9%
Q2 2023 .....	157,131,258	25.8%	5,191	24.3%
Q3 2023 .....	52,644,755	8.6%	1,724	8.1%
<b>Total</b> .....	<b>610,069,931</b>	<b>100.0%</b>	<b>21,328</b>	<b>100.0%</b>

### Optional Final Payment as a percentage of original Outstanding Principal Balance

Percentage of original Outstanding Principal Balance	Current Outstanding Balance (£)	Percentage Distribution by Balance	Number of Underlying Agreements	Percentage Distribution by number
0.0000% – 9.999% .....	414,825	0.1%	40	0.2%
10.000% – 19.999% .....	446,022	0.1%	37	0.2%
20.000% – 29.999% .....	5,294,806	0.9%	329	1.5%
30.000% – 39.999% .....	52,702,477	8.6%	2,916	13.7%
40.000% – 49.999% .....	127,107,763	20.8%	4,918	23.1%
50.000% – 59.999% .....	194,940,695	32.0%	5,933	27.8%
60.000% – 69.999% .....	125,576,993	20.6%	3,767	17.7%
70.000% – 79.999% .....	58,050,700	9.5%	1,798	8.4%
80.000% – 89.999% .....	32,524,252	5.3%	1,120	5.3%
90.000% – 99.999% .....	11,693,168	1.9%	422	2.0%
100% .....	1,318,230	0.2%	48	0.2%
<b>Total</b> .....	<b>610,069,931</b>	<b>100.0%</b>	<b>21,328</b>	<b>100.0%</b>

### Obligor Concentration – Top Twenty

	Outstanding Principal Balance (£)	Percentage Distribution by Balance
Obligor 1 .....	78,959	0.013%
Obligor 2 .....	78,382	0.013%
Obligor 3 .....	78,243	0.013%
Obligor 4 .....	78,159	0.013%
Obligor 5 .....	78,148	0.013%
Obligor 6 .....	78,142	0.013%
Obligor 7 .....	78,092	0.013%
Obligor 8 .....	78,075	0.013%
Obligor 9 .....	78,020	0.013%
Obligor 10 .....	77,887	0.013%
Obligor 11 .....	77,885	0.013%
Obligor 12 .....	77,875	0.013%
Obligor 13 .....	77,743	0.013%
Obligor 14 .....	77,711	0.013%
Obligor 15 .....	77,583	0.013%
Obligor 16 .....	77,581	0.013%
Obligor 17 .....	77,337	0.013%
Obligor 18 .....	77,309	0.013%
Obligor 19 .....	77,300	0.013%
Obligor 20 .....	77,281	0.013%
<b>Total</b> .....	<b>1,557,712</b>	<b>0.255%</b>

### Optional Final Payment by Contract Type

Contract Type	Outstanding Principal Balance (£)	Percentage Distribution by number	Number of Receivable Agreements	Percentage Distribution by Balance	Optional Final Payment Balance (£)	Optional Final Payment percentage of Total
PCP .....	610,069,931	100.0%	21,328	100.0%	379,066,546	62.1%
<b>Total</b> .....	<b>610,069,931</b>	<b>100.0%</b>	<b>21,328</b>	<b>100.0%</b>	<b>379,066,546</b>	<b>62.1%</b>

**Distribution by Vehicle Manufacturer – Top Twenty**

<b>Vehicle Manufacturer</b>	<b>Outstanding Principal Balance (£)</b>	<b>Number of Receivable Agreements</b>	<b>Percentage Distribution by Balance</b>	<b>Percentage Distribution by number</b>
Land Rover .....	355,981,330	9,615	58.4%	45.1%
Jaguar.....	148,650,188	5,049	24.4%	23.7%
Mercedes-Benz .....	33,015,077	1,520	5.4%	7.1%
Ford .....	9,883,770	860	1.6%	4.0%
BMW .....	8,926,574	420	1.5%	2.0%
Vauxhall .....	8,833,363	797	1.4%	3.7%
Audi .....	6,922,046	330	1.1%	1.5%
Volkswagen .....	4,994,374	341	0.8%	1.6%
Hyundai .....	4,822,045	381	0.8%	1.8%
Tesla .....	4,700,546	72	0.8%	0.3%
Kia .....	3,957,850	300	0.6%	1.4%
Nissan .....	2,985,514	239	0.5%	1.1%
Renault.....	2,153,414	191	0.4%	0.9%
Fiat.....	2,092,795	243	0.3%	1.1%
Volvo.....	1,331,060	146	0.2%	0.7%
Citroen .....	1,310,135	64	0.2%	0.3%
Mazda .....	1,306,198	139	0.2%	0.7%
Peugeot .....	1,212,286	83	0.2%	0.4%
Seat .....	1,130,837	100	0.2%	0.5%
Honda .....	982,994	64	0.2%	0.3%
Other .....	4,877,536	374	0.8%	1.8%
<b>Total.....</b>	<b>610,069,931</b>	<b>21,328</b>	<b>100.00%</b>	<b>100.00%</b>

**Environmental performance**

The administrative records of the Seller do not contain any information related to the environmental performance of the Receivables and, as such, there is no available information to be published related to the environmental performance of the Receivables pursuant to article 22(4) of the Securitisation Regulation.

**Type of assets in the Securitised Portfolio**

The Portfolio is comprised solely of automotive personal contract plan agreements originated by Black Horse Limited and regulated under the CCA. Monthly payments are required to be made under the automotive personal contract plan agreements and such obligations constitute direct obligations of the Customers.

**Other characteristics**

The Receivables are homogeneous for purposes of article 20(8) of the Securitisation Regulation, on the basis that all Receivables in the Portfolio: (i) have been underwritten by the Seller in accordance with similar underwriting standards applying similar approaches with respect to the assessment of a potential borrower's credit risk; (ii) are entered into substantially on the terms of similar standard documentation for auto leases; (iii) are serviced by the Servicer pursuant to the Servicing Agreement in accordance with the same servicing procedures with respect to monitoring, collections and administration of cash receivables generated from the loans; and (iv) form one asset category, namely auto leases to Customers that are individuals resident in England and Wales only.

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

The Receivables do not include, at the time of selection for inclusion in the Portfolio, any exposures in default within the meaning of article 178(1) of Regulation (EU) No 575/2013 for purposes of article 20(11) of the Securitisation Regulation.

The Receivables have been transferred after selection for inclusion in the portfolio without undue delay for purposes of article 20(11) of the Securitisation Regulation.

**THE ACCOUNT BANK, RV TOP-UP RESERVE ACCOUNT BANK,  
BACK-UP FACILITATOR AND SWAP GUARANTOR**

Lloyds Bank plc ("**Lloyds Bank**") was incorporated under the laws of England and Wales on April 20, 1865 (registration number 2065). Lloyds Bank's registered office is at 25 Gresham Street, London EC2V 7HN, United Kingdom. Lloyds Bank is authorised by the Prudential Regulation Authority ("**PRA**") and regulated by the FCA and the PRA. Lloyds Bank (together with its subsidiary and associated undertakings, "**Lloyds Bank Group**") is a wholly owned subsidiary of Lloyds Banking Group plc.

Lloyds Bank Group provides a wide range of banking and financial services in the UK and in certain locations overseas. As at 30 June 2019, Lloyds Bank Group's activities were organised into two financial reporting segments: Retail and Commercial Banking.

Retail offers a broad range of financial service products to personal and business banking customers, including current accounts, savings, mortgages, credit cards, motor finance and unsecured loans. Commercial Banking, through its four client facing segments – SME, Mid Markets, Global Corporates and Financial Institutions, provides clients with a range of products and services such as lending, transactional banking, working capital management, and risk management.

Additional information on Lloyds Bank Group is available from Investor Relations, Lloyds Banking Group, 25 Gresham Street, London EC2V 7HN or from the following internet website address: <http://www.lloydsbankinggroup.com>. The information on this website does not form part of this Prospectus.

**THE TRUSTEE AND SECURITY TRUSTEE AND  
THE PRINCIPAL PAYING AGENT AND REGISTRAR**

U.S. Bank Trustees Limited is a limited liability company incorporated under the laws of England and Wales with its office at 125 Old Broad Street, Fifth Floor, London, EC2N 1AR, United Kingdom.

U.S. Bank Trustees Limited is part of the worldwide Corporate Trust business of the U.S. Bancorp group.

Elavon Financial Services DAC, trading as U.S. Bank Global Corporate Trust, is an integral part of the worldwide Corporate Trust business of the U.S. Bancorp group. In Europe, U.S. Bank Global Corporate Trust conducts business through Elavon Financial Services DAC from its offices in Dublin at Building 8, Cherrywood Business Park, Loughlinstown, Dublin 18, Ireland D18 W319 and through its UK Branch in London at 125 Old Broad Street, London EC2N 1AR, United Kingdom.

Elavon Financial Services DAC is a bank incorporated in Ireland and a wholly owned subsidiary of U.S. Bank National Association. Elavon Financial Services DAC is authorised by the Central Bank of Ireland and the activities of its UK Branch are also subject to the limited regulation of the FCA and PRA.

In Europe, the Corporate Trust business is conducted in combination with U.S. Bank Global Corporate Trust Limited (the legal entities through which Corporate Trust banking and agency appointments are conducted) and U.S. Bank National Association, (the legal entity through which Corporate Trust conducts business in the United States).

The Corporate Trust business of U.S. Bancorp is one of the world's largest providers of corporate trust services with more than USD4 trillion in assets under administration in municipal, corporate, asset-backed and international bonds. The Corporate Trust business provides a wide range of trust and agency services such as calculation/paying agent, collateral administration and custody through its network of more than 50 US-based offices and European offices in London and Dublin.

U.S. Bancorp (NYSE: USB) is the parent company of U.S. Bank National Association, the fifth largest commercial bank in the United States. Visit U.S. Bancorp on the web at [www.usbank.com](http://www.usbank.com). This website does not form part of this Prospectus.

## THE ISSUER

The Issuer was incorporated in England and Wales under the Companies Act 2006 on 27 August 2019 as a public company with limited liability under the name of Cardiff Auto Receivables Securitisation 2019-1 plc with company number 12175782. The registered office of the Issuer is 35 Great St. Helen's, London EC3A 6AP, telephone +44 (0)20 7398 6300.

The issued share capital of the Issuer is 50,000 ordinary shares of £1 each (one of which is fully paid and 49,999 of which are quarter paid up). Cardiff Auto Receivables Securitisation Holdings Limited holds the entire issued share capital of the Issuer. The Issuer has no subsidiaries.

### Principal Activities

The Issuer is permitted, pursuant to the terms of its articles of association, among other things, to issue the Notes and to acquire the Purchased Receivables and the Ancillary Rights.

The Issuer was established as a special purpose vehicle solely for the purposes of issuing the Notes. The Issuer has not engaged, since its incorporation, in any activities other than those incidental to its incorporation, the authorisation and issue of the Notes and of the other documents and matters referred to or contemplated in this document to which it is or will be a party and matters which are incidental or ancillary to the foregoing.

There is no intention to accumulate surpluses in the Issuer.

### Directors and Company Secretary

The directors of the Issuer and their respective business addresses and other principal activities are:

<u>Name</u>	<u>Business Address</u>	<u>Principal Activities</u>
Paivi Helena Whitaker	35 Great St. Helen's, London EC3A 6AP	Director
Intertrust Directors 1 Limited	35 Great St. Helen's, London EC3A 6AP	Director
Intertrust Directors 2 Limited	35 Great St. Helen's, London EC3A 6AP	Director

As at the date of this prospectus, there are no conflicts or potential conflicts between the directors' personal interests and their obligations to the Issuer.

The company secretary of the Issuer is Intertrust Corporate Services Limited.

The directors of Intertrust Directors 1 Limited and Intertrust Directors 2 Limited and their business addresses and principal activities are:

<u>Name</u>	<u>Business Address</u>	<u>Principal Activities</u>
Susan Iris Abrahams	35 Great St. Helen's, London EC3A 6AP	Director
Michelle O'Flaherty	35 Great St. Helen's, London EC3A 6AP	Director
Clive Matthew Short	35 Great St. Helen's, London EC3A 6AP	Director
Paivi Helena Whitaker	35 Great St. Helen's, London EC3A 6AP	Director
Andrea Ayodele Williams	35 Great St. Helen's, London EC3A 6AP	Director

As at the date hereof, the Issuer has no employees, non-executive directors or premises.

### Capitalisation Statement

The following shows the capitalisation of the Issuer as at the date of this Prospectus:

#### *Share capital*

##### *Issued:*

50,000 ordinary shares of £1 each, 49,999 shares issued and paid up as to £0.25 and one share issued and fully paid. A9.4.6

£12,500.75 paid.

**Accounting Reference Date**

The accounting reference date of the Issuer is 31 December.



## HOLDINGS

Holdings was incorporated in England and Wales under the Companies Act 2006 on 19 December 2017 as a private company with limited liability under the name Cardiff Auto Receivables Securitisation Holdings Limited with company number 11118330. 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 share trust deed dated 8 January 2018, as amended from time to time.

### Principal Activities of Holdings

Pursuant to the terms of its articles of association, Holdings is permitted, among other things, 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 the prospectus published by Cardiff Auto Receivables Securitisation 2018-1 plc on 29 November 2018 and this document and any matters which are incidental or ancillary to the foregoing.

### Directors and Company Secretary of Holdings

The directors of Holdings and their respective business addresses and other principal activities are:

<u>Name</u>	<u>Business Address</u>	<u>Principal Activities</u>
Paivi Helena Whitaker	35 Great St. Helen's, London EC3A 6AP	Director
Intertrust Directors 1 Limited	35 Great St. Helen's, London EC3A 6AP	Director
Intertrust Directors 2 Limited	35 Great St. Helen's, London EC3A 6AP	Director

The company secretary of Holdings is Intertrust Corporate Services Limited.

The directors of Intertrust Directors 1 Limited and Intertrust Directors 2 Limited and their business addresses and principal activities are:

<u>Name</u>	<u>Business Address</u>	<u>Principal Activities</u>
Susan Iris Abrahams	35 Great St. Helen's, London EC3A 6AP	Director
Michelle O'Flaherty	35 Great St. Helen's, London EC3A 6AP	Director
Clive Matthew Short	35 Great St. Helen's, London EC3A 6AP	Director
Paivi Helena Whitaker	35 Great St. Helen's, London EC3A 6AP	Director
Andrea Ayodele Williams	35 Great St. Helen's, London EC3A 6AP	Director

As at the date hereof, Holdings has no employees, non-executive directors or premises.

## DESCRIPTION OF THE NOTES

*The following overview is intended only to be an overview and is qualified in its entirety by reference to the "Terms and Conditions of the Notes" and to the detailed terms of the trust deed between the Issuer and the Trustee by which the Notes are constituted.*

### Form and Denomination

The issue in the aggregate nominal amount of £610,070,000 consists of registered Class A Notes, Class B Notes and Class S Notes with Rated Notes of £100,000 and integral multiples of £1,000 in excess of £100,000, up to and including £199,000. Except in limited circumstances, definitive notes will not be available, and no definitive notes will be issued with a denomination above £199,000.

For so long as Black Horse is the sole registered holder of the Class S Notes, notwithstanding the terms and conditions of such, there will be one single Class S note represented by one single definitive note in the denomination of £109,810,000.

### Global Notes

Interests in each Class of the Rated Notes will be represented by a Global Note without interest coupons attached. The Global Notes representing the Rated Notes will be deposited on the Closing Date with a common safekeeper for both Euroclear and Clearstream, Luxembourg which will act as common safekeeper for each Class of Rated Notes (the "**Common Safekeeper**").

The Global Notes will be issued under the new safekeeping structure applicable to debt securities in global registered form recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations since 1 October 2010, or "**NSS**". The Common Safekeeper will hold each Class of Rated Notes in custody for Euroclear and Clearstream, Luxembourg. However, this does not necessarily mean that the Rated Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either on issue or at any or all times during their life. Such recognition will depend on the satisfaction of the Eurosystem eligibility criteria. The Rated Notes will not satisfy all of the applicable criteria that are currently in force to be recognised as Eurosystem eligible collateral on issue.

The interests in each Class of Rated Notes are transferable according to applicable rules and regulations of Clearstream, Luxembourg and Euroclear. The Global Notes will not be exchangeable for Definitive Notes except in the following circumstances:

- the closure of one of the Clearing Systems;
- an Event of Default; or
- adverse tax consequences to the Issuer as a result of the Notes being in global form.

So long as each Class of Rated Notes are represented by a Global Note and the relevant Clearing Systems so permit, such Notes will be tradable only in the minimum authorised denomination of £100,000 and higher integral multiples of £1,000, up to and including £199,000, under the normal rules and operating procedures of Euroclear and Clearstream, Luxembourg and will be settled using the procedures applicable to conventional eurobonds.

In addition, the Global Notes will contain terms that modify the conditions of each Class of Rated Notes as they apply to the Global Notes. The following is an overview of certain of those terms:

- Payments on each Global Note will be made and, in the case of payment of principal in full with all interest accrued on such note, through Clearstream, Luxembourg and/or Euroclear and such payments will be effective to satisfy and discharge the corresponding liabilities of the Issuer of the Notes.
- Payments of interest, principal or other amounts on a Global Note will be made through Clearstream, Luxembourg and/or Euroclear without any requirement for certification. The record date in respect of the cleared 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 cleared Notes are being held is open for business.

- For so long as any of a Class of Rated Notes are represented by a Global Note and such note(s) is/are held on behalf of Clearstream, Luxembourg or Euroclear, each person (other than Clearstream, Luxembourg or Euroclear) who is for the time being shown in the records of Clearstream, Luxembourg or Euroclear as the holder of a particular nominal amount of Notes (each an "**accountholder**") will be treated as the holder of that nominal amount for all purposes (including but not limited to for the purposes of quorum requirements of, or the right to demand a poll or, meetings of the noteholders and giving notice to the Issuer under Condition 10 (*Events of Default*)) other than regarding payment of principal and interest on the Notes, the right to which will be vested, as against the Issuer, solely in the registered holder of such Global Note under and subject to its terms. Each accountholder must look solely to Clearstream, Luxembourg or Euroclear for its share of each payment made to the registered holder of such Global Note.
- While a Class of Rated Notes are represented by Global Note and the Global Note is deposited with a Common Safekeeper, for Clearstream, Luxembourg and Euroclear, Notices to Noteholders may be given by delivery of the relevant notice through Clearstream, Luxembourg and Euroclear and such notices will be deemed to have been given to the Noteholders in compliance with Condition 15 (*Notices*) on the seventh day after the date of delivery to Clearstream, Luxembourg and Euroclear. However, for so long as a Class of Rated Notes are listed on the London Stock Exchange and its rules so require, all notices concerning such Notes will be published on the website of the London Stock Exchange ([www.londonstockexchange.com](http://www.londonstockexchange.com)). This website does not form part of this Prospectus.

Although the above sets out the procedures of Euroclear and Clearstream, Luxembourg in order to facilitate the transfers of interests in the Notes among participants of Euroclear and Clearstream, Luxembourg, none of Euroclear or Clearstream, Luxembourg is under an obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Trustee, the Security Trustee, the Principal Paying Agent, the Lead Manager or an affiliate of any of the above, or a person by whom any of the above is controlled for the purposes of the Securities Act, will have any responsibility for the performance by Euroclear and Clearstream, Luxembourg or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations or for the sufficiency for any purpose of the arrangements described above.

## **Status and Security**

### *Status*

The Notes are secured, limited recourse obligations of the Issuer, ranking, as between each Class of Notes, *pro rata* and *pari passu* without preference among themselves (subject as described in the "*Terms and Conditions of the Notes*").

### *Relationship between the Notes*

The Class A Notes will rank in priority to the Class B Notes and the Class S Notes, and the Class B Notes will rank in priority to the Class S Notes. Each Class of Notes will rank equally among themselves.

### *Notes held by Black Horse*

Notes held by Black Horse or its affiliates will not be included for purposes of determining whether a required percentage of a Class of Noteholders have taken action under any Transaction Document if Black Horse or its affiliates hold only some (but not all) of the relevant class of Notes.

### *Security*

As security for the Notes and other Secured Obligations of the Issuer, the Issuer has entered into the Deed of Charge creating security over its assets in favour of the Security Trustee for itself and on trust for the Secured Parties.

### *Enforcement of the security*

The Security becomes enforceable when the Trustee serves an Enforcement Notice on the Issuer and the Security Trustee. Following delivery of an Enforcement Notice, the Trustee may at its discretion direct the Security Trustee to take action to enforce the Security, and will direct the Security Trustee to take such

action to enforce the Security as directed by the Controlling Class acting by way of a Written Resolution or by way of an Extraordinary Resolution, subject to each of the Trustee and the Security Trustee having been indemnified and/or secured and/or prefunded to their satisfaction.

To the extent that the Trustee acts in compliance with such directions of the Controlling Class acting by way of a Written Resolution or by way of an Extraordinary Resolution, it will have no obligation to take the interests of any other party into account or to follow a direction given by any other party. Only the Trustee and the Security Trustee may enforce the rights of the Noteholders against the Issuer, whether the same arise under general law, the terms and conditions of the Notes, a Transaction Document or otherwise.

### **Option to purchase**

The Issuer may, at its option, redeem all of the Notes at their aggregate Principal Amount Outstanding, together with interest on a Payment Date if the Seller has exercised its option to redeem the Notes for taxation reasons or if it will exercise its "clean-up call option" to purchase all of the receivables. For more details, see "*Principal Transaction Documents – Receivables Sale Deed – Clean-Up Call Option*". The Seller will give notice to the Issuer of the exercise of its clean-up call option at least 10 business days in advance. The Seller will exercise the option by paying to the Issuer the purchase price for the Receivables on the date that the clean-up call repurchase agreement is entered into, and the Issuer will transfer to the Seller without recourse, representation or warranty all of the Issuer's right, title and interest in and to all receivables and all documents relating to such Receivables.

### **Taxation**

All payments of principal and interest on the Notes will be made without withholding or deduction for, or on account of, present or future taxes, duties, assessments or governmental charges of any nature by the Issuer or any paying agent unless required by law (or under FATCA), in which case the Issuer or that paying agent will make that payment net of such withheld or deducted amounts and will account to the relevant authorities for the amount required to be withheld or deducted. Neither the Issuer nor any paying agent will be obliged to make any additional payments to noteholders for such withholding or deduction. If a tax event occurs, it may lead to the early redemption of the Notes.

### **Events of Default and Remedies**

Each of the following will be an "**Event of Default**" under the Notes:

- the Issuer fails to pay interest due on Notes of the Controlling Class within five Business Days of payment becoming due on such Notes;
- the Issuer fails to pay the principal amount of a class of Notes in full on its Final Legal Maturity Date;
- the Issuer breaches its obligations under the Transaction Documents and such breach has a Material Adverse Effect and is (a) incapable of remedy or (b) if capable of remedy, remains unremedied for 60 calendar days;
- the Security granted under the Transaction Documents becoming void, unenforceable or ineffective; or
- an Insolvency Event occurs regarding the Issuer.

If an Event of Default occurs, the Trustee at its absolute discretion may, and, if so requested by the Controlling Class acting by way of a Written Resolution or by way of an Extraordinary Resolution, will (subject to being indemnified and/or secured and/or prefunded to its satisfaction) give an Enforcement Notice to the Issuer, the Security Trustee, the Account Bank, the RV Top-Up Reserve Account Bank, the Back-Up Facilitator, the Cash Manager and the Principal Paying Agent (with a copy to each Rating Agency) declaring the Notes due and payable and each Note will accordingly become immediately due and payable at its Principal Amount Outstanding together with accrued interest and the Security will become enforceable.

### **Enforcement and Non-Petition**

Only the Trustee may pursue the remedies available under the Trust Deed and only the Security Trustee may take action to enforce payment on the Notes under the Deed of Charge.

None of the Secured Parties may take action, or have rights, against the Issuer to recover any amount still unpaid once the Security is enforced and the net proceeds of such enforcement distributed in accordance with the Accelerated Priority of Payments (*for more details see "Priority of Payments" above*), and any such liability will be extinguished.

In particular, none of them may, until the expiry of two years and one day after the payment of all sums outstanding under the Notes, petition or take any other step for the winding-up of the Issuer **provided that** the Trustee and the Security Trustee may prove or lodge a claim in the liquidation of the Issuer initiated by another party and may take proceedings to obtain a declaration or similar judgment or order as to the obligations and liabilities of the Issuer.

### **Voting rights and Noteholder meetings**

The Trust Deed contains provisions for convening separate meetings of each Class of Noteholders to consider matters relating to the Notes, including the modification of any provision of the Conditions, the Trust Deed or the other Transaction Documents.

A meeting of Noteholders may be convened by the Issuer or by the Trustee and shall be convened by the Trustee, subject to its being indemnified and/or prefunded and/or secured to its satisfaction upon the request in writing of Noteholders holding not less than one-tenth of the aggregate Principal Amount Outstanding of Notes.

### **Amendments and waiver**

Condition 12 (*Meetings of Noteholders; amendments, waiver, substitution and exchange*) provides that certain modifications or waivers may be agreed by the Trustee without the consent or sanction of the Noteholders or any other Secured Party.

In particular, the Trustee may agree, without the consent or sanction of the Noteholders or any other Secured Party, to: (i) amendments or changes that are, in the opinion of the Trustee, of a formal, minor or technical nature or made to correct a manifest error, and (ii) amendments or changes (but other than in respect of Basic Terms Modification) that are, in the opinion of the Trustee, not materially prejudicial to the interests of the Noteholders. The Issuer shall notify the Noteholders of any such amendment or waiver.

In addition, Condition 12(b) (*Amendments and waiver*) provides that the Trustee shall concur with the Issuer or any other relevant parties in making any modification to the Trust Deed, the Deed of Charge or the other Transaction Documents (irrespective of whether the same may be materially prejudicial to the interests of the Noteholders (but other than for a Basic Terms Modification) **provided that** the Servicer or the Issuer has certified in writing to the Trustee that such modification is required) in circumstances set forth in Condition 12(b).

Further, Condition 12(c) (*Additional right of modification*) provides that the Trustee shall concur with the Issuer or any other relevant parties in making any modification (other than a Basic Terms Modification) to the Trust Deed, the Deed of Charge or the other Transaction Documents (irrespective of whether the same may be materially prejudicial to the interests of the Noteholders) to enable the Issuer (or the Cash Manager on its behalf) to change Compounded Daily SONIA or the base rate that applies to the Notes from Compounded Daily SONIA or such base rate that applies at such time to an Alternative Base Rate (and make such other amendments as are necessary or advisable in the reasonable judgment of the Issuer (or the Cash Manager on its behalf) to facilitate such change) to the extent there has been or there is reasonably expected to be a material disruption or cessation to SONIA or the relevant base rate that applies to the Notes at such time, in circumstances set forth in Condition 12(c).

In each case the Issuer shall notify the Noteholders of any such amendment or waiver in accordance with Condition 12 (*Meetings of Noteholders; amendments, waiver, substitution and exchange*).

### **Substitution and exchange**

So long as the Trustee believes that the interests of the Noteholders will not be materially prejudiced, but without the consent of the Noteholders or the Secured Parties, subject to the detailed terms of the Trust Deed, the Trustee may agree to (i) the substitution of any other company or other entity in place of the Issuer as principal debtor under the Trust Deed and the Notes and replacement for it under the Deed of Charge and the other Transaction Documents, **provided that** the Rating Agencies confirm that such substitution will not adversely affect the then current rating of each Class of Rated Notes, or (ii) the exchange of the Notes for other securities or instruments, **provided that** the then current rating of each Class of Rated Notes by the Rating Agencies is assigned to any such new securities or instruments.

### **Entitlement of the Trustee**

In the exercise of its powers, trusts, authorities or discretions, the Trustee (i) will only take into consideration the interests of the Controlling Class if there is a conflict between the interests of the Controlling Class and more junior Classes of Noteholders, (ii) will only take into consideration the interests of the Noteholders as a Class and will not take into consideration the consequences of such exercise for individual Noteholders and (iii) will only have regard to the Noteholders and not to the other Secured Parties for so long as the Notes are outstanding.

### **Governing Law**

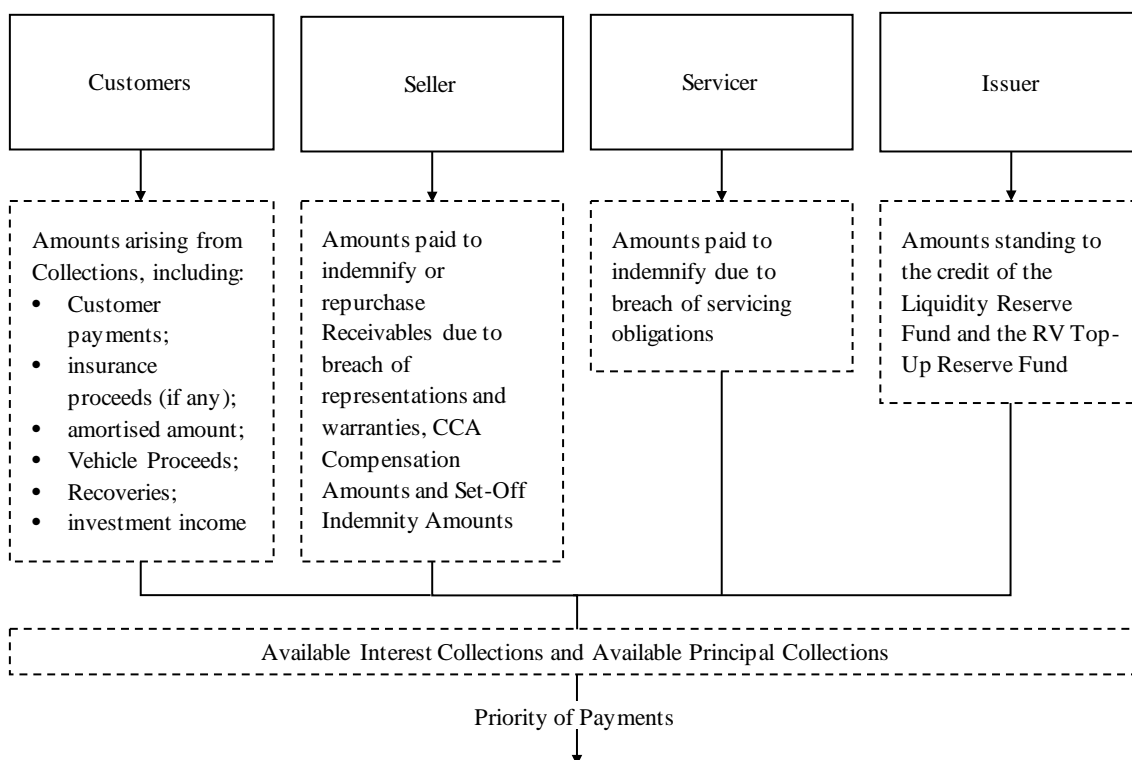
The Notes and all non-contractual obligations arising out of or in connection with them are governed by, and will be construed in accordance with, English law.

## CASHFLOWS

### Available Funds for Payment

The Issuer will issue the Notes constituted under a trust deed between the Issuer and the Trustee. The Notes do not represent obligations of Black Horse or any other party other than the Issuer.

The following diagram is a non-exhaustive summary of the sources of funds available to the Issuer to make payments on each Payment Date.



### Available Funds

Payments of interest and principal on the Notes will be made from Available Interest Collections and Available Principal Collections, or "**Available Funds**", which for any Payment Date generally will be equal to collections on the Receivables for the prior Collection Period, amounts paid to the Issuer by Black Horse to indemnify for any CCA Compensation Amount, Receivables Indemnity Amount or Set-Off Indemnity Amount or to repurchase Receivables that become Repurchased Receivables, plus certain amounts standing to the credit of the Liquidity Reserve Fund and the RV Top-Up Reserve Fund and accrued interest on the Distribution Account and the Liquidity Reserve Account.

For each Payment Date, "**Available Interest Collections**" are:

- (a) the aggregate Interest Collections for Purchased Receivables during the immediately preceding Collection Period;
- (b) the aggregate Recoveries for all Purchased Receivables during the immediately preceding Collection Period;
- (c) interest earned on the Issuer Accounts (other than the Swap Collateral Account and the RV Top-Up Reserve Account) during the immediately preceding Collection Period;
- (d) income on Authorised Investments during the immediately preceding Collection Period;
- (e) any amounts received from the Swap Counterparty and/or the Swap Guarantor under the Swap Agreement (other than any amount standing to the credit of the Swap Collateral Account which will be applied in accordance with the Swap Collateral Account Priority of Payments (other than

any amount to be applied as Swap Collateral Account Surplus in accordance with the Swap Collateral Account Priority of Payments));

- (f) in relation to each PCP Handback Receivable and each VT Receivable in respect of which:
- (i) Vehicle Proceeds were received during the immediately preceding Collection Period; and
  - (ii) such Vehicle Proceeds were less than the RV Top-Up Threshold Amount in relation to such PCP Handback Receivable or VT Receivable,
    - an amount standing to the credit of the RV Top-Up Reserve Fund equal to (i) the RV Top-Up Threshold Amount in relation to such PCP Handback Receivable or VT Receivable, less (ii) the amount of the Vehicle Proceeds, in each case in relation to such PCP Handback Receivable or VT Receivable;
- (g) all amounts standing to the credit of the Liquidity Reserve Fund as at the immediately preceding Calculation Date up to the Interest Collections Shortfall on such Payment Date;
- (h) the aggregate of all Available Principal Collections (if any) which are applied to make up any Remaining Interest Collections Shortfall on such Payment Date (only to the extent required after calculating any Remaining Interest Collections Shortfall);
- (i) any Surplus Available Principal Collections on such Payment Date;
- (j) (without double counting) where the Seller repurchases the Final Receivables in accordance with the terms of the Receivables Sale Deed in respect of an exercise by the Issuer of the Clean-Up Call, such amount of the Final Repurchase Price received by the Issuer on such Payment Date representing amounts other than the Outstanding Principal Balance of the Final Receivables as at such Payment Date; and
- (k) any other amounts received by the Issuer in respect of the Purchased Receivables which is not in respect of the Principal Element of such Purchased Receivables,

and "**Available Principal Collections**" are:

- (a) the aggregate Principal Collections for all Purchased Receivables during the immediately preceding Collection Period;
- (b) the amount, if any, to be credited to the Principal Deficiency Ledger pursuant to item (x) of the Interest Priority of Payments on such Payment Date;
- (c) (without double counting) where the Seller repurchases the Final Receivables in accordance with the terms of the Receivables Sale Deed in respect of an exercise by the Issuer of the Clean-Up Call, such amount of the Final Repurchase Price received by the Issuer on such Payment Date representing the Outstanding Principal Balance of the Final Receivables as at such Payment Date; and
- (d) any other amounts received by the Issuer in respect of the Purchased Receivables which is in respect of the Principal Element of such Purchased Receivables.

For more details about the available interest collections and available principal collections, see "*Terms and Conditions of the Notes*".

### **Payments of Interest**

Interest will accrue on the Rated Notes at the Reference Rate plus the Margin for each Class of Rated Notes and on the Class S Notes at the Rate of Interest, in each case, specified on the cover of this Prospectus, and will be due to the Noteholders on each Payment Date. The Issuer will make interest payments on each Payment Date to the Noteholders of record on the Clearing System Business Day prior to such Payment Date.

The Class A Notes will bear interest at a rate of 0.63 per cent. per annum over Compounded Daily SONIA (the sum being subject to a floor of zero). The Class B Notes will bear interest at a rate of 2.25 per cent. per



annum over Compounded Daily SONIA (the sum being subject to a floor of zero). The Class S Notes will bear interest at a rate of 4.00 per cent. per annum.

All interest due but not paid on any Payment Date will be due on the next Payment Date, together with interest on the unpaid amount at the applicable interest rate. Failure to pay interest that is due on the Controlling Class of Notes that continues for 5 Business Days after its due date will be an Event of Default. Failure to pay interest that is due on a class of Notes that is not part of the Controlling Class will not be an Event of Default.

The Issuer will pay interest payments on the Notes on each Payment Date from Available Interest Collections. Interest payments will not be made on the Class A Notes until the Retained Amount, the amounts due to the Security Trustee and the Trustee, the amounts due to the Agents, the amounts due to any third party creditors of the Issuer and the amounts due to the relevant Transaction Parties (including the Servicing Fee) are paid in full. Interest payments will not be made on the Class B Notes until interest on the Class A Notes is paid in full.

If the amount of Available Interest Collections is insufficient to pay all interest due on a Class of Notes on a Payment Date, each holder of Notes of that Class will receive its *pro rata* share of the funds that are available.

For more details about the priority of payments made from Available Funds on each Payment Date, including priority payments of principal of senior Classes of Notes, see "*Priority of Payments*" below.

If the Notes are accelerated after an Event of Default, interest due on the Rated Notes will not be paid until all items ranking senior to interest on the Rated Notes pursuant to the applicable Priority of Payments are paid in full. Interest due on the Class B Notes and the Class S Notes will then not be paid until interest on all Class A Notes are paid in full. Interest due on the Class S Notes will then not be paid until interest on all Class B Notes are paid in full. For more details about the payment priorities following an acceleration of the Notes, see "*Accelerated Priority of Payments*" below.

#### *Liquidity Reserve Fund*

Amounts standing to the credit of the Liquidity Reserve Fund will be available to be applied by the Issuer as Available Interest Collections to the extent that, on a Payment Date, there is an Interest Collections Shortfall. On any Payment Date where an Interest Collections Shortfall arises, the Issuer shall withdraw an amount equal to the Interest Collections Shortfall (or, if the amount standing to the credit of the Liquidity Reserve Fund is less than the relevant Interest Collections Shortfall, the amount standing to the credit of the Liquidity Reserve Fund) from the amount standing to the credit of the Liquidity Reserve Fund and apply such amount as Available Interest Collections.

If, after the application of amounts standing to the credit of the Liquidity Reserve Fund as Available Interest Collections, there is a Remaining Interest Collections Shortfall, then the Issuer shall apply Available Principal Collections as Available Interest Collections in accordance with the applicable Priority of Payments.

The Liquidity Reserve Fund will be replenished on each Payment Date in accordance with the applicable Priority of Payments.

The Liquidity Reserve Fund will be applied, on the earlier of the Rated Notes Redemption Date and the Final Legal Maturity Date, in payment of principal on the Liquidity Reserve Loan.

#### **Payments of Principal**

The Issuer will pay principal on the Notes on each Payment Date in the amounts described in the "*Terms and Conditions of the Notes*". Principal payments will be made sequentially to each Class in order of seniority, starting with the Class A Notes. The Issuer will not pay principal on any Class of Notes until the principal amounts of all more senior Classes are paid in full. The principal amount of each Class of Notes is expected to be repaid by that Class's Final Legal Maturity Date. On the Final Legal Maturity Date for each Class of Notes, no interest will be paid on the Class S Notes until both interest and principal on the Rated Notes are paid in full. If the principal amount of a Class of Notes is not repaid in full by its Final Legal Maturity Date, then an Event of Default will occur and the principal amount of all Classes of Notes may be declared immediately due and payable.

The Issuer will make payments of principal on the relevant Payment Date to the Noteholders of record on the Clearing System Business Day prior to such Payment Date, in accordance with the applicable Priority of Payment.

If the Notes are accelerated after an Event of Default, principal due on the Rated Notes will not be paid until all Issuer expenses, the Servicing Fee and interest on the Rated Notes are paid in full. Principal and interest due on the Class B Notes and the Class S Notes will then not be paid until both interest and principal on all Class A Notes are paid in full. Principal and interest due on the Class S Notes will then not be paid until both interest and principal on all Class B Notes are paid in full.

### Priority of Payments

#### *General rule*

On each Payment Date, the Cash Manager will apply Available Funds from the Collection Period to make payments in the Priority of Payments listed below.

#### *Interest Priority of Payments*

On each Payment Date before the service of an Enforcement Notice, the Available Interest Collections will be applied in the following order of priority:

- (i) **Retained Amount** – in or towards retention by the Issuer of the Retained Amount, from which the Issuer will (amongst other things) discharge its liability to corporation tax, the Tax Creditors for Taxes (which cannot be paid out of amounts previously retained as the Retained Amount) and any arrears remaining unpaid for any such liabilities or expenses, *pari passu* and *pro rata* amongst themselves;
- (ii) **Amounts due to the Security Trustee and the Trustee** – in or towards payment, *pro rata* and *pari passu*, of amounts due to:
  - (A) the Security Trustee, together with interest and any amount in respect of Tax (if any) on those amounts, and to make provision for any amounts due or to become due during the following Calculation Period to the Security Trustee under the Deed of Charge; and
  - (B) the Trustee, together with interest and any amount in respect of Tax (if any) on those amounts, and to make provision for any amounts due or to become due during the following Calculation Period to the Trustee under the Trust Deed,

in each case, together with any arrears remaining unpaid for such amounts;
- (iii) **Amounts due to the Principal Paying Agent and the Registrar** – in or towards payment, *pro rata* and *pari passu*, of amounts due to the Agents together with interest and any amount in respect of VAT (if any) on those amounts, and any costs, charges, liabilities and expenses then due or to become due during the following Calculation Period to the Agents under the Agency Agreement;
- (iv) **Amounts due to the Swap Counterparty** – in or towards payment, *pro rata* and *pari passu*, of amounts due to the Swap Counterparty together with interest and any amount in respect of VAT (if any) on those amounts, and any costs, charges, liabilities and expenses then due or to become due during the following Calculation Period to the Swap Counterparty under the Swap Agreement (in each case, other than Swap Counterparty Subordinated Amounts);
- (v) **Amounts due to third parties** – in or towards payment, *pro rata* and *pari passu*, of amounts due to any third party creditors of the Issuer up to a maximum amount equal to £20,000 (other than those referred to later in this priority of payments), which amounts have been incurred without breach by the Issuer of the Transaction Documents to which it is a party and for which payment has not been provided for elsewhere and to provide for any of those amounts expected to become due and payable during the following Interest Period by the Issuer and, to the extent the Retained Amounts are insufficient, to the extent of any insufficiency to pay or discharge any corporation tax liability of the Issuer;

- (vi) **Amounts due to Transaction Parties** – in or towards payment, *pro rata* and *pari passu*, of amounts due to:
  - (A) the Cash Manager, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to the Cash Manager in the immediately succeeding Interest Period, under the Cash Management Agreement;
  - (B) the Servicer, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to the Servicer, in the immediately succeeding Interest Period, under the Servicing Agreement;
  - (C) the Corporate Services Provider, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due, or to become due to the Corporate Services Provider in the immediately succeeding Interest Period, under the Corporate Services Agreement;
  - (D) the Account Bank, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to the Account Bank in the immediately succeeding Interest Period, under the Account Bank Agreement;
  - (E) the RV Top-Up Reserve Account Bank together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to the RV Top-Up Reserve Account Bank in the immediately succeeding Interest Period, under the RV Top-Up Reserve Account Bank Agreement;
  - (F) to the extent applicable, the Back-Up Facilitator, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to the Back-Up Facilitator in the immediately succeeding Interest Period, under the Back-Up Facilitator Agreement;
  - (G) any auditors of, and other professional advisers to, the Issuer; and
  - (H) any Insolvency Official of the Seller, the Incentive Fee (if any);
- (vii) **Class A Interest** – in or towards payment, *pari passu* and *pro rata*, to the Class A Noteholders of interest due and payable on the Class A Notes;
- (viii) **Class B Interest** – in or towards payment, *pari passu* and *pro rata*, to the Class B Noteholders of interest due and payable on the Class B Notes;
- (ix) **Liquidity Reserve Fund** – in or towards payment to the Liquidity Reserve Account of the amount required to replenish the Liquidity Reserve Fund to the Liquidity Reserve Fund Required Amount;
- (x) **Principal Deficiency Ledger** – in or towards credit to the Principal Deficiency Ledger in the following order to reduce:
  - (A) the Class A Principal Deficiency Ledger to zero (by crediting the Class A Principal Deficiency Ledger);
  - (B) the Class B Principal Deficiency Ledger to zero (by crediting the Class B Principal Deficiency Ledger); and
  - (C) the Class S Principal Deficiency Ledger to zero (by crediting the Class S Principal Deficiency Ledger);
- (xi) **RV Top-Up Reserve Loan Interest Shortfall** – in or towards payment to the Subordinated Loan Provider of any RV Top-Up Reserve Loan Interest Shortfall due and payable on the RV Top-Up Reserve Loan;
- (xii) **RV Top-Up Reserve Loan Principal** – in or towards payment to the Subordinated Loan Provider of any principal amount due and payable on the RV Top-Up Reserve Loan up to an amount equal to the RV Top-Up Reserve Drawn Amount on such Payment Date;

- (xiii) **Class S Interest** – in or towards payment, *pari passu* and *pro rata*, to the Class S Noteholder of interest due and payable on the Class S Notes;
- (xiv) **Swap Counterparty Subordinated Amounts** – in or towards payment of any Swap Counterparty Subordinated Amounts, if any, due and payable to the Swap Counterparty in respect of the Swap Agreement;
- (xv) **Other amounts due by Issuer** – in or towards payment, *pari passu* and *pro rata*, to any other party of any amounts due by the Issuer under the Transaction Documents to whom payment has not already been provided for elsewhere;
- (xvi) **Liquidity Reserve Loan and Issuer Expenses Loan Interest** – in or towards payment, *pari passu* and *pro rata*, to the Subordinated Loan Provider of any interest due and payable on the Liquidity Reserve Loan or the Issuer Expenses Loan;
- (xvii) **Issuer Expenses Loan Principal** – in or towards payment to the Subordinated Loan Provider of any principal amount due and payable on the Issuer Expenses Loan; and
- (xviii) **Deferred Purchase Price** – in payment to the Seller of all remaining Available Interest Collections as Deferred Purchase Price,

in each case only to the extent that all payments of a higher priority to be paid or provided for on such Payment Date have been made in full.

#### *Principal Priority of Payments*

On each Payment Date before the service of an Enforcement Notice, the Issuer will apply the Available Principal Collections to make the payments in the order of priority listed below:

- (i) **Interest Collections Shortfall** – in or towards application of an amount equal to the Interest Collections Shortfall as Available Interest Collections;
- (ii) **Class A Principal** – in or towards payment, *pari passu* and *pro rata*, to the Class A Noteholders of principal of the Class A Notes until paid in full;
- (iii) **Class B Principal** – in or towards payment, *pari passu* and *pro rata*, to the Class B Noteholders of principal of the Class B Notes until paid in full;
- (iv) **Class S Principal** – in or towards payment, *pari passu* and *pro rata*, to the Class S Noteholders of principal of the Class S Notes until paid in full; and
- (v) **Available Interest Collections** – in application of any remaining amounts to Available Interest Collections,

but in each case only to the extent that all payments of a higher priority to be paid or provided for on such Payment Date have been made in full.

If and during such time period that a Monthly Report is not provided to the Cash Manager, the Cash Manager will determine the amounts payable under the Interest Priority of Payments and the Principal Priority of Payments to the Noteholders and the other transaction parties in compliance with the Cash Management Agreement.

#### *Accelerated Priority of Payments*

After the service of an Enforcement Notice, the Security Trustee will apply moneys available for distribution to satisfy the amounts owing by the Issuer to the extent permitted by applicable law, in the following order of priority:

- (i) **Amounts due to Security Trustee and Trustee** – in or towards payment, *pro rata* and *pari passu*, of amounts due to:
  - (A) the Security Trustee and any Receiver (including any administrative receiver) appointed by the Security Trustee, together with interest and any amount in respect of Tax (if any)

on those amounts and any amounts then due or to become due and payable to the Security Trustee and the receiver under the provisions of the Deed of Charge; and

- (B) the Trustee, together with interest and any amount in respect of Tax (if any) on those amounts and any amounts then due or to become due and payable to the Trustee under the provisions of the Trust Deed,

in each case, together with any arrears remaining unpaid for such amounts;

- (ii) **Retained Amount** – in or towards retention by the Issuer of the Retained Amount, from which the Issuer will (amongst other things) discharge its liability to corporation tax, the Tax Creditors for Taxes and any arrears remaining unpaid for any such liabilities or expenses, *pari passu* and *pro rata* amongst themselves;
- (iii) **Amounts due to the Principal Paying Agent and the Registrar** – in or towards payment, *pro rata* and *pari passu*, of amounts due to the Agents, together with interest and any amount in respect of VAT (if any) on those amounts and any costs, charges, liabilities and expenses then due or to become due and payable to them under the provisions of the Agency Agreement;
- (iv) **Amounts due to the Swap Counterparty** – in or towards payment, *pro rata* and *pari passu*, of amounts due to the Swap Counterparty, together with interest and any amount in respect of VAT (if any) on those amounts and any costs, charges, liabilities and expenses then due or to become due and payable to them under the provisions of the Swap Agreement (in each case, other than Swap Counterparty Subordinated Amounts);
- (v) **Amounts due to third parties** – in or towards payment, *pro rata* and *pari passu*, of amounts due to any third party creditors of the Issuer up to a maximum amount equal to £20,000 (other than those referred to later in this priority of payments), which amounts have been incurred without breach by the Issuer of the Transaction Documents to which it is a party and for which payment has not been provided for elsewhere and to provide for any of those amounts expected to become due and payable during the following Interest Period by the Issuer and, to the extent the Retained Amounts are insufficient, to the extent of any insufficiency to pay or discharge any corporation tax liability of the Issuer;
- (vi) **Amounts due to Transaction Parties** – in or towards payment, *pro rata* and *pari passu*, of amounts due to:
- (A) the Cash Manager, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to the Cash Manager in the immediately succeeding Interest Period, under the Cash Management Agreement;
- (B) the Servicer, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to the Servicer, in the immediately succeeding Interest Period, under the Servicing Agreement;
- (C) the Corporate Services Provider, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due, or to become due to the Corporate Services Provider in the immediately succeeding Interest Period, under the Corporate Services Agreement;
- (D) the Account Bank, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to the Account Bank in the immediately succeeding Interest Period, under the Account Bank Agreement;
- (E) the RV Top-Up Reserve Account Bank, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to the RV Top-Up Reserve Account Bank in the immediately succeeding Interest Period, under the RV Top-Up Reserve Account Bank Agreement;
- (F) to the extent applicable, the Back-Up Facilitator, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to

- the Back-Up Facilitator in the immediately succeeding Interest Period, under the Back-Up Facilitator Agreement;
- (G) any auditors of, and other professional advisers to, the Issuer; and
- (H) any Insolvency Official of the Seller, the Incentive Fee (if any),
- (vii) **Class A Interest and Principal** – in or towards payment, *pari passu* and *pro rata*, to the Class A Noteholders:
- (A) *first*, of interest due and payable on the Class A Notes; and
- (B) *second*, of principal of the Class A Notes until paid in full;
- (viii) **Class B Interest and Principal** – in or towards payment, *pari passu* and *pro rata*, to the Class B Noteholders:
- (A) *first*, of interest due and payable on the Class B Notes; and
- (B) *second*, of principal of the Class B Notes until paid in full;
- (ix) **RV Top-Up Reserve Loan Interest Shortfall** – in or towards payment to the Subordinated Loan Provider of any RV Top-Up Reserve Loan Interest Shortfall due and payable on the RV Top-Up Reserve Loan;
- (x) **RV Top-Up Reserve Loan Principal** – in or towards payment to the Subordinated Loan Provider of any principal amount due and payable on the RV Top-Up Reserve Loan up to an amount equal to the RV Top-Up Reserve Drawn Amount on such Payment Date;
- (xi) **Class S Interest and Principal** – in or towards payment, *pari passu* and *pro rata*, to the Class S Noteholders:
- (A) *first*, of interest due and payable on the Class S Notes; and
- (B) *second*, of principal of the Class S Notes until paid in full;
- (xii) **Swap Counterparty Subordinated Amounts** – in or towards payment of any Swap Counterparty Subordinated Amounts, if any, due and payable to the Swap Counterparty in respect of the Swap Agreement;
- (xiii) **Other amounts due by Issuer** – in or towards payment, *pari passu* and *pro rata*, of any other amounts due and payable by the Issuer under the Transaction Documents (to the extent not already covered above);
- (xiv) **Liquidity Reserve Loan and Issuer Expenses Loan Interest** – in or towards payment, *pari passu* and *pro rata*, to the Subordinated Loan Provider of any interest due and payable on the Liquidity Reserve Loan or the Issuer Expenses Loan;
- (xv) **Issuer Expenses Loan Principal** – in or towards payment to the Subordinated Loan Provider of any principal amount due and payable on the Issuer Expenses Loan; and
- (xvi) **Deferred Purchase Price** – in payment to the Seller of any amounts remaining as Deferred Purchase Price,

in each case only to the extent that all payments of a higher priority due to be paid or provided for on such Payment Date have been made in full.

If and during such time period that a Monthly Report is not provided to the Cash Manager, the Cash Manager will determine the amounts payable under the Accelerated Priority of Payments to the Noteholders and the other transaction parties in compliance with the Cash Management Agreement.

## Swap Collateral

In the event that any Swap Collateral is received by the Issuer from the Swap Counterparty, the Cash Manager will credit such amounts representing that Swap Collateral, including any interest thereon or distributions in respect thereof, to the Swap Collateral Account. The Swap Collateral Account will be debited by the relevant amount in the event that Swap Collateral is returned to the Swap Counterparty or is applied (or is realised and applied) towards satisfaction of obligations of that Swap Counterparty, in each case in accordance with the Swap Agreement. In the event that such Swap Collateral is applied towards satisfaction of obligations of such Swap Counterparty and is not to be applied by the Issuer in the purchase of one or more replacement hedging transactions, such amount shall be credited to the Distribution Account for application in accordance with the relevant Priority of Payments (in each case subject to the Swap Collateral Account Priority of Payments).

In addition, upon any early termination of the Swap Agreement (a) any Replacement Swap Premium received by the Issuer from a replacement swap provider, (b) any termination payment (as calculated in accordance with the Swap Agreement) received by the Issuer from the outgoing Swap Counterparty and (c) any Swap Tax Credits will be credited to the Swap Collateral Account.

Amounts and securities standing to the credit of the Swap Collateral Account (including interest, distributions and redemption or sale proceeds thereon or thereof) will not be available for the Issuer or the Security Trustee to make payments to the Secured Parties generally, but may be applied by the Cash Manager only in accordance with the following provisions in accordance with the instructions of the Swap Counterparty or the Servicer (the "**Swap Collateral Account Priority of Payments**"):

- (i) to pay an amount equal to any Swap Tax Credits received by the Issuer to the Swap Counterparty;
- (ii) prior to the designation of an Early Termination Date (as defined in the Swap Agreement, the "**Early Termination Date**") in respect of the Swap Agreement, solely in or towards payment or discharge of any Return Amounts (as defined in the Credit Support Annex relating to the Swap Agreement), Interest Amounts and Distributions (as defined in the Credit Support Annex relating to the Swap Agreement), on any day, directly to the Swap Counterparty;
- (iii) following the designation of an Early Termination Date in respect of the Swap Agreement where (1) such Early Termination Date has been designated following a Swap Counterparty Default or Swap Counterparty Downgrade Event and (2) the Issuer enters into a Replacement Swap Agreement in respect of the Swap Agreement on or around the Early Termination Date of the Swap Agreement, on the later of the day on which such Replacement Swap Agreement is entered into, the day on which a termination payment (as calculated in accordance with the Swap Agreement) (if any) payable to the Issuer has been received and the day on which a Replacement Swap Premium (if any) payable to the Issuer has been received, in the following order of priority:
  - (A) *first*, in or towards payment of a Replacement Swap Premium (if any) payable by the Issuer to a replacement swap provider in order to enter into a Replacement Swap Agreement with the Issuer with respect to the Swap Agreement being terminated;
  - (B) *second*, in or towards payment of any termination payment (as calculated in accordance with the Swap Agreement) due to the outgoing Swap Counterparty; and
  - (C) *third*, the surplus (if any) on such day to be transferred to the Distribution Account to be applied as Available Interest Collections;
- (iv) following the designation of an Early Termination Date in respect of the Swap Agreement where: (1) such Early Termination Date has been designated otherwise than as a result of one of the events specified at item (iii)(1) above, and (2) the Issuer enters into a Replacement Swap Agreement in respect of the Swap Agreement on or around the Early Termination Date of the Swap Agreement, on the later of the day on which such Replacement Swap Agreement is entered into, the day on which a termination payment (as calculated in accordance with the Swap Agreement) (if any) payable to the Issuer has been received and the day on which a Replacement Swap Premium (if any) payable to the Issuer has been received, in the following order of priority:
  - (A) *first*, in or towards payment of any termination payment (as calculated in accordance with the Swap Agreement) due to the outgoing Swap Counterparty;

- (B) *second*, in or towards payment of a Replacement Swap Premium (if any) payable by the Issuer to a replacement swap provider in order to enter into a Replacement Swap Agreement with the Issuer with respect to the Swap Agreement being terminated; and
  - (C) *third*, any surplus on such day to be transferred to the Distribution Account to be applied as Available Interest Collections;
- (v) following the designation of an Early Termination Date in respect of the Swap Agreement for any reason where the Issuer does not enter into a Replacement Swap Agreement in respect of the Swap Agreement on or around the Early Termination Date of the Swap Agreement and, on the date on which the relevant payment is due, in or towards payment of any termination payment (as calculated in accordance with the Swap Agreement) due to the outgoing Swap Counterparty; and
- (vi) following payments of amounts due pursuant to item (v) above, if amounts remain standing to the credit of a Swap Collateral Account, such amounts may be applied only in accordance with the following provisions:
- (A) *first*, in or towards payment of a Replacement Swap Premium (if any) payable by the Issuer to a replacement swap provider in order to enter into a Replacement Swap Agreement with the Issuer with respect to the Swap Agreement; and
  - (B) *second*, any surplus remaining after payment of such Replacement Swap Premium to be transferred to the Distribution Account to be applied as Available Interest Collections,

**provided that**, for so long as the Issuer does not enter into a Replacement Swap Agreement with respect to the Swap Agreement on or prior to the earlier of:

- (1) the Calculation Date immediately before the Payment Date on which the Principal Amount Outstanding of all Rated Notes would be reduced to zero (taking into account any Swap Collateral Account Surplus to be applied as Available Interest Collections on such Payment Date); or
- (2) the day on which an Enforcement Notice is given pursuant to Condition 10 (*Events of Default*); or
- (3) the date on which the Outstanding Principal Balance of the Purchased Receivables is reduced to zero,

then the amount standing to the credit of such Swap Collateral Account on such day shall be transferred to the Distribution Account to be applied as Available Interest Collections as soon as reasonably practicable thereafter.

The Swap Collateral Account will be opened on the Closing Date and maintained in respect of the Swap Agreement in the name of the Issuer and will be held at the Account Bank. As security for the payment of all monies payable in respect of the Notes and the other Secured Obligations, the Issuer will grant a first fixed charge over the Issuer's interest in the Swap Collateral Account and the debts represented thereby (which may, however, take effect as a floating charge and therefore rank behind the claims of any preferential creditors of the Issuer).



## RIGHTS OF NOTEHOLDERS

Please refer to the section 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 Secured Parties.

**Prior to an Event of Default:** Prior to the occurrence of an Event of Default, Noteholders holding not less than 10 per cent. of the Principal Amount Outstanding of the Notes then outstanding are entitled to direct the Trustee to convene a Noteholders' meeting to consider any matter affecting their interests.

**Following an Event of Default:** Following the occurrence of an Event of Default, the Controlling Class may by way of an Extraordinary Resolution (or a Written Resolution), instruct the Trustee to give an Enforcement Notice to the Issuer, the Security Trustee, the Account Bank, the RV Top-Up Reserve Account Bank, the Cash Manager and the Principal Paying Agent declaring the Notes as immediately due and payable at their principal amount outstanding together with accrued interest (subject to the Trustee and the Security Trustee having been indemnified and/or secured and/or prefunded to their satisfaction).

The Trustee may, and may direct the Security Trustee to, without the consent of the Noteholders, if it is of the opinion that such determination will not be materially prejudicial to the interests of the Noteholders, determine that an Event of Default shall not be subject to specified conditions and treated as such.

See further the section entitled "Terms and Conditions of the Notes" for more information.

<b>Noteholders meeting provisions:</b>	<i>Notice Period:</i>	21 clear days, but not more than 90 days, for the initial meeting	10 clear days, but not more than 21 days, for an adjourned meeting
	<i>Place of meeting:</i>	United Kingdom	
	<i>Quorum:</i>	20 per cent. of the Principal Amount Outstanding of the relevant Class of Notes for the initial meeting for all Ordinary Resolutions; 50 per cent. of the Principal Amount Outstanding of the relevant Class of Notes for the initial meeting to pass an Extraordinary Resolution (other than a Basic Terms Modification, which requires at least 75 per cent. of the Principal Amount Outstanding of the relevant Class of Notes)	Any holding for an adjourned meeting (other than a Basic Terms Modification, which requires 25 per cent. of the Principal Amount Outstanding of the relevant Class of Notes)
	<i>Required majority:</i>	More than 50 per cent. of votes cast for matters requiring Ordinary Resolution and 75 per cent. of votes cast for matters requiring Extraordinary Resolution	More than 50 per cent. of votes cast for matters requiring Ordinary Resolution and 75 per cent. of votes cast for matters requiring Extraordinary Resolution

*Written Resolution:* At least 75 per cent. of the Principal Amount Outstanding of the relevant class of Notes. A Written Resolution has the same effect as an Extraordinary Resolution.

**Matters requiring Extraordinary Resolution:**

Broadly speaking, the following matters require an Extraordinary Resolution:

- to approve any Basic Terms Modification;
- to waive any breach or authorise any proposed breach by the Issuer of its obligations under the Notes or any Transaction Document or any act or omission which might otherwise constitute an Event of Default under the Notes;
- to remove the Trustee and/or the Security Trustee and to approve the appointment of a new Trustee and/or Security Trustee;
- to authorise the Trustee or any other person to execute all documents and do all things necessary to give effect to any Extraordinary Resolution;
- to discharge or exonerate the Trustee from any liability in respect of any act or omission for which it may become responsible under the Trust Deed or the Notes;
- to give any other authorisation or approval which under the Trust Deed or the Notes is required to be given by Extraordinary Resolution; and
- to appoint any persons as a committee to represent the interests of the Noteholders and to convey upon such committee any powers which the Noteholders could themselves exercise by Extraordinary Resolution,

**provided that** neither a Base Rate Modification nor any modification in accordance with Condition 12(b)(ii) shall require an Extraordinary Resolution.

**Relationship between Classes of Noteholders:**

Except in respect of certain matters set out in Condition 12 (*Meetings of Noteholders, amendments, waiver, substitution and exchange*) and the Trust Deed, an Extraordinary Resolution of Noteholders of the Class A Noteholders shall be binding on the Class S Notes. For further details see Condition 12 (*Meetings of Noteholders, amendments, waiver, substitution and exchange*).

A Basic Terms Modification requires an Extraordinary Resolution of the relevant affected Classes of Notes.

**Relationship between Noteholders and other Secured Parties:**

So long as the Notes are outstanding, the Trustee will have regard to the interests of both the Noteholders and the other Secured Parties, but if in the Trustee's sole opinion there is a conflict between their interests it will have regard solely to the interests of the Noteholders.

**Provision of Information to the Noteholders:**

Information in respect of the underlying Portfolio will be available on <https://www.lloydsbankinggroup.com/investors/fixed-income-investors/securitisation/> in the form of Monthly Reports pursuant to the terms of the Servicing Agreement.

## PRINCIPAL TRANSACTION DOCUMENTS

*The following is intended only to be an overview of the principal Transaction Documents and is qualified in its entirety by reference to the detailed terms of the relevant agreement which will be available at the office of the Principal Paying Agent, as described in "General Information".*

### Receivables Sale Deed

#### *Sale and Purchase*

Under the Receivables Sale Deed, on the Closing Date, Black Horse will sell, and the Issuer has agreed to purchase, Receivables, together with the Ancillary Rights that Black Horse has represented and warranted satisfy the Eligibility Criteria.

On the Closing Date, Receivables with an aggregate outstanding principal balance of approximately £610,069,931 will be transferred to the Issuer.

Black Horse will have a right to receive all remaining Available Funds in the form of the Deferred Purchase Price, subject to the applicable Priority of Payments.

For more details about the Seller, see "*The Seller, Servicer, Cash Manager, Subordinated Loan Provider and Swap Counterparty*" and for more details about the Receivables, see "*The Portfolio*".

#### *Title*

Title to the Related Vehicles will remain with Black Horse until it is transferred to the relevant Customer under the terms of the relevant Receivable Agreement or is sold by Black Horse following repossession of the Vehicle from the relevant Customer or a return of a Vehicle under a VT Receivable or PCP balloon option by the relevant Customer.

#### *Representations and Warranties of Black Horse about the Receivables*

Black Horse will make representations and warranties about the Receivables to the Issuer and the Security Trustee. Generally, these representations and warranties relate to legal standards for origination and transfer of the Receivables, terms of the agreements, and the nature of the interest in the Receivables and the Financed Vehicles. Black Horse will also represent and warrant that the Receivables satisfy the criteria described under "*The Portfolio – Selection of Receivables*".

Black Horse will represent, on the Closing Date, that:

- (a) **Compliance with Eligibility Criteria:** Each Receivable and each Related Receivable Agreement complies in all respects with the Eligibility Criteria;
- (b) **Status:** Each Related Receivable Agreement was entered into on the terms of one of the Standard Form Contracts without alteration or addition to the form (other than the form being completed in accordance with the Seller's policies) and no Related Receivable Agreement is a "modifying agreement" as defined in section 82(2) of the CCA (broadly, an agreement varying or supplementing an earlier Related Receivable Agreement) or a novated agreement;
- (c) **Valid and Binding:** Each Related Receivable Agreement (i) is governed by English law and (ii) is a legal, valid and binding obligation of the relevant Customer and, subject to any laws from time to time in effect relating to bankruptcy, liquidation or any other laws or other procedures affecting generally the enforcement of creditors' rights, is in all material respects enforceable in accordance with its terms and is non-cancellable and freely assignable;
- (d) **No prior assignment, set-off or defence:** No Related Receivable Agreement is subject to any claim, equity, defence, right of retention or set-off by the Customer except by virtue of (i) section 56 or 75 of the CCA and (ii) regulation 7 or 8 of the Unfair Terms in Consumer Contracts Regulations 1999;
- (e) **Legal and beneficial ownership:** Immediately prior to the Closing Date, the Seller is and (subject to any prior Encumbrance which has been subsequently discharged) always has been the sole legal

and beneficial owner of each Receivable and the Ancillary Rights relating thereto and is selling each Receivable and the Ancillary Rights relating thereto free from any Encumbrance (including rights of attaching creditors and trust interests) and, save as provided for in the Transaction Documents and save for the rights of the Customer under the relevant Related Receivable Agreement, there is no option or right to acquire or create any Encumbrance, on, over or affecting the Receivable or the Ancillary Rights relating thereto;

- (f) **No Default:** So far as the Seller is aware, there is no material default, breach or violation under any Related Receivable Agreement which has not been remedied or any event which, with the giving of notice and/or the making of any determination and/or the expiration of any applicable grace period, would constitute such default, breach or violation, **provided that** any default, breach or violation shall be material if it in any way affects the amount or the collectability of the Receivables arising under the Related Receivable Agreement and **provided further that** (i) any breach relating to non-payment shall not be material unless it would be such as would cause the relevant Receivable not to comply with the Eligibility Criteria and (ii) a default relating to a non-payment will not constitute a default for the purposes of this paragraph (f) unless it would cause the relevant Receivable not to comply with item (1)(g) of the Eligibility Criteria;
- (g) **Option to purchase:** No Related Receivable Agreement provides for an option to purchase fee greater than £150;
- (h) **The Seller's Records:** The Seller (or the Seller's agents on the Seller's behalf) has maintained records relating to each Receivable and Related Receivable Agreement which are accurate and complete in all material respects and which, to the best of the knowledge, information and belief of the Seller, are sufficient to enable such Related Receivable Agreement to be enforced against the relevant Customer and such records are held by or to the order of the Seller;
- (i) **Credit and Collection Procedures:** Each Related Receivable Agreement (i) was originated in accordance with the Credit and Collection Procedures and (ii) is serviced in accordance with the Credit and Collection Procedures;
- (j) **Insurance:** The terms of each Related Receivable Agreement require the Customer thereunder to insure the Vehicle which is the subject thereof comprehensively against all normally insurable risks (subject to all normal excesses and deductibles);
- (k) **Consumer Credit:**
  - (i) Each Related Receivable Agreement was originated by the creditor named as such in the Related Receivable Agreement, as sole principal, and without any agent lender;
  - (ii) the Seller has at all material times held and continues to hold and will maintain at all material times a CCA licence or FSMA authorisation (as applicable) to carry on consumer credit business; and
  - (iii) so far as the Seller is aware (i) each Dealer and (ii) each other person who carried on, in relation to a Related Receivable Agreement, any "credit brokerage", as defined in section 145(2) of the CCA, has at all material times held a CCA licence or FSMA authorisation (as applicable) to carry on credit brokerage;
- (l) **Ownership:** The Seller is the legal and beneficial owner of the Vehicle to which each Receivable relates and no other person has any right or claim thereto (other than the Customer under the Related Receivable Agreement);
- (m) **Unfair Relationship:** So far as the Seller is aware, no Related Receivable 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;
- (n) **Fraud or Dispute:** So far as the Seller is aware, each Related Receivable Agreement under which a Receivable arises has not been entered into fraudulently by the Customer and/or Dealer in respect thereof;

- (o) **No Repossession:** No Vehicle has been repossessed by the Seller under each current Related Receivable Agreement and the Seller has not given any notice, nor applied for any court order, under the CCA, in order to repossess a Vehicle;
- (p) **Sale of Goods Act 1979, Consumer Rights Act 2015, other statutes:** Each Dealer Contract provides that all terms implied by statute relating to the sale of the Vehicles to the Seller will apply in relation to the Vehicles;
- (q) **No Onerous Acts:** None of the Related Receivable Agreements is such that it may give rise to (or is linked in any way to any collateral contract in respect of, or including, the insurance of the Vehicle the subject of the Related Receivable Agreement or in respect of the Customer thereunder, or the maintenance or servicing of such Vehicle between the Seller and the relevant Customer which may give rise to) any liability on the part of the Seller to pay money or perform any other onerous act (other than with respect to any claims a Customer may have against the Seller as a result of SGITA, the Consumer Rights Act 2015 or Section 56 or Section 75 of the CCA); and
- (r) **Customer obligations:** Each Related Receivable Agreement includes obligations on the Customer to (i) keep the Vehicle in good condition and repair except for fair wear and tear and (ii) have the Vehicle serviced strictly in accordance with the manufacturer's recommendations and any applicable warranty.

### Repurchase of Receivables

The Seller will repurchase any Non-Compliant Receivable not later than the end of the Calculation Period immediately following the Calculation Period in which the party discovering such breach gave written notice thereof to the others. The repurchase price payable by the Seller to the Issuer for each Non-Compliant Receivable shall be an amount equal to the Repurchase Price.

Where any Purchased Receivables are determined to be in breach of any Receivables Warranties made (including the Eligibility Criteria) by reason of a Receivable Agreement (or part thereof) being determined illegal, invalid, non-binding, unenforceable or cancellable under the CCA, the Seller will not be obliged to repurchase the relevant Receivables but will pay the CCA Compensation Amount to the Issuer, being an amount, calculated by the Servicer in accordance with the Servicing Agreement, required to compensate the Issuer for any loss arising as a result thereof.

For further information on the calculation of such CCA Compensation Amount, please see further "*Principal Transaction Documents – Servicing Agreement*" below.

In the case of a Purchased Receivable which did not exist, 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 Sale Deed, the Seller will not be obliged to repurchase the relevant Receivable but will pay to the Issuer the Receivable Indemnity Amount.

#### *Obligation to Repurchase Receivable for Non-Permitted Variation*

A Non-Permitted Variation is any change to a Receivable Agreement that relates to a Purchased Receivable which has the effect of:

- (a) reducing the Outstanding Principal Balance of the Purchased Receivable;
- (b) sanctioning any kind of payment holiday;
- (c) reducing the total interest payable by the Customer over the term of the Purchased Receivable; or
- (d) extending the term of the Purchased Receivable.

If Black Horse agrees to any variation to a Receivable Agreement that relates to the Purchased Receivables which is a Non-Permitted Variation, the Seller must repurchase such Purchased Receivable from the Issuer on or before the end of the Collection Period immediately following the Collection Period in which such Non-Permitted Variation occurs. Any such repurchase by the Seller as a result of a variation to a Receivable Agreement or a Purchased Receivable which is a Non-Permitted Variation shall be made in accordance

with and subject to the terms of the Receivables Sale Deed. The repurchase price for the relevant Purchased Receivable shall be an amount equal to the Repurchase Price.

*Option to Repurchase Non-Eligible Receivables*

In addition, the Seller may, but will not be required to, by way of notice to the Issuer and the Security Trustee, repurchase from the Issuer any Receivable (including any Receivable subject to a Permitted Variation) sold to the Issuer pursuant to the Receivables Sale Deed which is:

- (a) not of a type described in Article 13 of Commission Delegated Regulation (EU) 2015/61 of 10 October 2014 (the "**LCR Regulation**") to supplement Regulation (EU) No 575/2013 of the European Parliament and the Council with regard to liquidity coverage requirement for Credit Institutions;
- (b) not of a type described in the European Central Bank's guidelines on monetary policy instruments and procedures of the Eurosystem (ECB/2011/14);
- (c) not of a type described in the Solvency II Regulation; or
- (d) not compliant with the Securitisation Regulation or Article 243 of Regulation (EU) 575/2013 (as amended, the "**Capital Requirements Regulation**"),

(each such Receivable, a "**Non-Eligible Receivable**").

Such repurchase of the relevant Non-Eligible Receivable and its Ancillary Rights from the Issuer will be at a repurchase price equal to the Outstanding Principal Balance of such Receivable as at the Closing Date, less any amounts (without double-counting) in respect of any Principal Element recovered or received by the Issuer in respect of that Receivable as at the date of repurchase. The Issuer may at its absolute discretion accept such offer by delivering a duly signed notice and the provisions of Receivables Sale Deed shall apply. The aggregate Outstanding Principal Balance of all Non-Eligible Receivables repurchased will not comprise more than 1 per cent. of the Outstanding Principal Balance of the Purchased Receivables as at the Closing Date. Purchased Receivables to be repurchased as Non-Eligible Receivables will be selected on a random basis, if and to the extent applicable.

*Seller Indemnity for exercise of set-off, equity or counterclaim by a Customer*

Black Horse as seller shall indemnify the Issuer and the Security Trustee against and pay thereto on demand the amount of any loss or expense suffered or incurred by the Issuer or the Security Trustee (the "**Set-Off Indemnity Amount**") as a direct result of the exercise or purported exercise by any Customer of any right of set-off in respect of any debt (present or future, actual or contingent) due or owing by such Customer to the Seller or alleged to be so due and owing (including, without limitation, any right of set-off pursuant to Section 56 and Section 75 and Section 75A of the CCA, or Sections 9(1) or 10(3) of the Consumer Rights Act 2015 and the SGITA); or netting, any other equity, counterclaim or other similar right or action which reduces any amount payable by such Customer in respect of such Purchased Receivables.

The Seller will pay the Set-Off Indemnity Amount no later than the end of the Calculation Period immediately following the Calculation Period in which such exercise of set-off, netting, equity, counterclaim or other similar right was discovered.

*Clean-Up Call Option*

Black Horse will have a "clean-up call" option to purchase all of the Receivables on any Payment Date after the aggregate Principal Amount Outstanding of the Rated Notes has been reduced to 10 per cent. or less of the initial aggregate Principal Amount Outstanding of the Rated Notes as at the Closing Date. Black Horse may exercise its clean-up call option only if the purchase price for the Receivables is sufficient, taking into account any amounts in the Distribution Account, to pay in full both the principal and the interest under the Rated Notes and all items ranking in priority to principal and interest and other amounts due in respect of the Notes in accordance with the Interest Priority of Payments and the Principal Priority of Payments.

### *Notification of Assignment of Receivables*

No notification of the assignment and transfer of Receivables will be made to the Customers unless Black Horse's appointment as Servicer of the Receivables is terminated or an Insolvency Event regarding the Seller has occurred. Notification will also be made if it is required for enforcement of the Issuer's rights under such Receivables in which case, so long as no Event of Default has occurred, the giving of such notice will require the Seller's approval which may not be unreasonably withheld.

Immediately on the termination of Black Horse's appointment as Servicer of the Receivables or the occurrence of an Insolvency Event regarding Black Horse the Servicer or the Issuer (as applicable) will give notice to the Customers of the assignment and transfer of the Receivables to the Issuer and to make payments on the Receivables to the Distribution Account.

### **Servicing Agreement**

#### *Servicing Obligations*

Under the Servicing Agreement, Black Horse as Servicer will agree to manage, service, administer and collect the Receivables in accordance with the Servicer Standard of Care (defined below).

Under the Servicing Agreement, the Servicer's main obligations will be to:

- (a) collect and apply payments made on the Receivables and any other amounts received related to the Receivables;
- (b) recover amounts due from the Customer and of the related guarantors, if any, in respect of Defaulted Receivables;
- (c) enforce all obligations of the Customers under the Receivable Agreements and of the related guarantors if any;
- (d) enforce all Ancillary Rights arising in respect of the Receivables (including, but not limited to, any claims against any third parties (including dealers) in relation to any claims or set-off exercised by a Customer);
- (e) procure that all Collections in respect of the Receivables are paid within two Business Days following receipt by the Seller directly into the Distribution Account; and
- (f) prepare and provide the Monthly Reports and other periodic reports required by the Transaction Documents.

For further information on the Servicer and its servicing procedures, see "*Seller and Servicer*".

Under the Servicing Agreement, the Servicer will undertake to devote to the performance of its obligations and the exercise of its discretions under the Servicing Agreement and its exercise of the rights of the Issuer in respect of contracts and arrangements giving rise to payment obligations in respect of the Purchased Receivables at least the same amount of time and attention and exercise the same level of skill, care and diligence as it would if it were administering Receivables in respect of which it held the entire benefit (both legally and beneficially) and, in any event, will devote all due skill, care and diligence to the performance of its obligations and the exercise of its discretions and will devote all operational resources necessary (including, without limitation, office space, facilities, equipment and staff) to fulfil its obligations under the Servicing Agreement and the other Transaction Documents to which it is a party (together, the "**Servicer Standard of Care**").

The Servicer will undertake, among other things, that:

- (a) it will, in discharging its obligations and performing its functions under the Servicing Agreement, act in accordance with the Credit and Collection Procedures;
- (b) it will comply with any reasonable, proper and lawful directions, orders and instructions which the Issuer or, as applicable, the Security Trustee, may from time to time give to it in connection with the performance of its obligations under the Servicing Agreement (to the extent that compliance

with those directions does not conflict with any provision of the Credit and Collection Procedures, the Transaction Documents or any duties or obligations applicable to directors generally under English law) **provided that** prior to a Servicer Termination Event, a Perfection Event or any enforcement action being taken in relation to the Charged Property, the Servicer shall act in accordance with the Credit and Collection Procedures and any such directions must be in conformity with the Credit and Collection Procedures;

- (c) it will notify the Issuer and the Security Trustee immediately (but in any case within one Business Day) of becoming aware of the occurrence of any Perfection Event or Servicer Termination Event;
- (d) it will make all calculations required to be made by it under the Servicing Agreement (including calculating the CCA Compensation Amount, the Set-Off Indemnity Amount, the Receivables Indemnity Amount and the Repurchase Price);
- (e) subject to and in accordance with the provisions of the Servicing Agreement and the Credit and Collection Procedures, it will take all reasonable steps to recover all sums due to the Issuer in respect of the Purchased Receivables and any Ancillary Rights;
- (f) in accordance with the Servicing Agreement to allow, at any time from time to time during regular business hours, on reasonable notice to the Servicer, the Issuer, the Security Trustee or their agents or representatives to examine all Records relating to the Receivables and visit the offices and property of the Servicer for the purpose of examining such Records, at the reasonable expense of the Servicer;
- (g) it will deliver the Monthly Reports to the Cash Manager, the Issuer, the Trustee, the Security Trustee, the Principal Paying Agent and the Rating Agencies; and
- (h) it will perform its obligations under the Transaction Documents in compliance with applicable laws and regulations.

#### *Servicer Modifications*

The Servicer will follow its policies and procedures in servicing the Receivables. As part of its normal collection efforts, the Servicer may waive or modify the terms of a Receivable, including granting payment extensions and rewriting, rescheduling or amending a Receivable Agreement or waiving late fees, extension fees or other administrative fees, according to Black Horse's servicing policies and procedures and provided, unless the Seller and the Issuer have confirmed that any such Receivable will be repurchased by the Seller, such changes are not a Non-Permitted Variation.

For more details about the Servicer's policies and procedures for servicing the receivables, including extensions and rewrites, see "*The Seller, Servicer, Cash Manager, Subordinated Loan Provider and Swap Counterparty – Servicing and Collections*".

#### *Deposit of Collections*

The Servicer will use reasonable endeavours to procure that all Collections in respect of the Receivables are paid directly into the Distribution Account within two Business Days of receipt by the Seller.

#### *Allocation of Collections*

The Servicer will identify and calculate amounts to be allocated to the Issuer's Distribution Account from Available Funds, including:

- (a) on each Business Day, the Servicer will identify amounts received into the Issuer's Distribution Account since the prior Business Day as Available Interest Collections or Available Principal Collections;
- (b) on each Calculation Date, the Servicer will calculate the Available Interest Collections for the immediately preceding Collection Period;



- (c) on each Payment Date before the service of an Enforcement Notice, the Servicer will allocate Available Interest Collections for the prior collection period to each item in the Interest Priority of Payments;
- (d) on each Calculation Date, the Servicer will calculate Available Principal Collections for the prior Collection Period; and
- (e) on each Payment Date before the service of an Enforcement Notice, the Servicer will allocate the Available Principal Collections in accordance with the Principal Priority of Payments.

For more details about the Interest Priority of Payment and the Principal Priority of Payments, see "*Terms and Conditions of the Notes*".

#### *Monthly Reports*

The Servicer will prepare and deliver a Monthly Report to the Issuer, the Cash Manager, the Trustee, the Security Trustee, the Principal Paying Agent and, if requested, the Rating Agencies at least two Business Days before each Payment Date. Each Monthly Report will contain information about payments to be made on the Notes on the Payment Date, the performance of the Receivables during the Collection Period and the status of any credit enhancement.

The Monthly Report will contain the following information for each Payment Date:

- the total amount of Available Funds;
- Collections on the Receivables allocated by interest and principal;
- fees and expenses payable to the Trustee, the Security Trustee, the Principal Paying Agent, the Registrar and certain other transaction parties;
- Servicing Fee payable to the Servicer;
- amount of interest and principal payable and paid on each Class of Notes;
- the principal amount of each class of Notes at the beginning of the period and the end of the period and the note factors needed to compute the principal amount of each Class of Notes, giving effect to all payments to be made on the Payment Date;
- the balance of the Liquidity Reserve Fund and the RV Top-Up Reserve Fund and the amount of any withdrawals from or deposits to the Liquidity Reserve Account or the RV Top-Up Reserve Account to be made on the Payment Date;
- amounts to be paid by the Issuer and the Swap Counterparty under the Swap Agreement;
- information on the performance of the Receivables for the Collection Period, including the Aggregate Outstanding Principal Balance, Collections and the aggregate amount paid by Black Horse to indemnify or to repurchase Non-Compliant Receivables, Non-Eligible Receivables or Receivables subject to a Non-Permitted Variation and the number of Receivables remaining in the pool;
- delinquency and loss information on the Receivables for the Collection Period;
- the amount of Available Funds paid to the Seller in the form of the Deferred Purchase Price; and
- the amount and method of Black Horse's retained interest.

The Monthly Report will be made available at <https://www.lloydsbankinggroup.com/investors/fixed-income-investors/securitisation/> and via the Securitisation Repository. Those websites and the contents thereof do not form part of this Prospectus.

The Cash Manager will use the Monthly Report to instruct the Principal Paying Agent on payments to be made to the Noteholders on each Payment Date. The Principal Paying Agent will have no obligation to verify calculations made by the Servicer or the instructions received by the Cash Manager.

The Monthly Report will include a note factor for each class of notes that can be used to compute the portion of the principal amount outstanding on that class of notes each month. The factor for each class of notes is a seven-digit decimal indicating the remaining outstanding principal amount of that class of notes as at the applicable payment date as a percentage of its original principal amount, after giving effect to payments to be made on the payment date. For each note, the portion of the principal amount outstanding on that class of notes can be determined by multiplying the original denomination of that note by the note factor for that class of notes. The factors for each class of notes will initially be 1.0000000 and will decline as the outstanding principal amount of the class declines.

For information about other reports prepared by the Servicer, including assessment of compliance with the minimum servicing criteria, see "*Principal Transaction Documents – Servicing Agreement – Loan-level Data*" and "*– CRA3 reporting*".

#### *Data Protection*

The Servicer shall provide the Back-Up Facilitator, on the Closing Date, with access to, or copies of, the encoded Customer Data in a form to be agreed between them and, prior to the occurrence of a Back-Up Facilitator Termination Event, on each Payment Date, with updated copies of the encoded Customer Data. The Servicer shall provide the Corporate Servicer Provider, on the Closing Date, with the key to such encoded Customer Data and shall ensure that the key is current and up-to-date and provide the Corporate Services Provider with an updated key should the circumstances so require. In the event of a Back-Up Facilitator Termination Event, the Servicer shall provide the Back-Up Servicer with access to, or copies of, the encoded Customer Data within 10 Business Days of the occurrence of the Back-Up Facilitator Termination Event, and updated encoded Customer Data on each subsequent Payment Date.

The Issuer will agree to administer and use all data, documents and information transferred to it under the Receivables Sale Deed or the Servicing Agreement in compliance with applicable laws. The Customer Data provided by the Servicer to the Issuer or the Back-Up Facilitator will be encoded to protect the confidentiality of the identities of the Customers, and the key to such encoded data will be provided to and kept by the Corporate Services Provider on behalf of the Issuer to be used to decrypt the encoded Customer Data following a Perfection Event.

#### *Custodial Obligations of Black Horse*

The Servicer will maintain a record in its computer systems, on a receivable by receivable basis, of:

- (a) all the amounts paid by each Customer;
- (b) all the amounts due from a Customer;
- (c) the balance payable under a Receivable; and
- (d) the list of Customers.

#### *Delegation of Obligations*

The Servicer may without prior notice or consent delegate its obligations under the Servicing Agreement to any third party, subject to certain conditions being met. The Servicer may perform its obligations through sub-contractors. No such delegation or sub-contracting will relieve the Servicer of its responsibilities for such obligations and the Servicer will remain responsible for such obligations. The Servicer will be responsible for the fees of any sub-contractors.

#### *Limitations on Liability*

The Servicer will not be liable for any losses or expenses of the other parties to the Servicing Agreement or the Noteholders as a result of the proper performance of the Servicer's obligations except where such loss or expense is the result of its fraud, wilful default or negligence in the performance of its obligations.

### *Servicing Fees*

The Servicer will receive the Servicing Fee (inclusive of VAT, if any) on each Payment Date. In addition, the Servicer will retain any late fees, extension fees and other administrative fees received from Customers. The Servicer will have a right to reimbursement for fees and expenses paid to third parties related to the enforcement of any Receivable Agreement or the repossession and disposition of Financed Vehicles as well as for continued collection activities on written-off accounts.

### *Calculation of CCA Compensation Amount*

In calculating the CCA Compensation Amount, the Servicer has agreed to calculate the loss (if any) that has arisen to the Issuer solely as a result of any Purchased Receivable or the related Receivable Agreement (or part thereof) being determined illegal, invalid, non-binding or unenforceable under the CCA. Where any Purchased Receivable or the related Receivable Agreement has been determined illegal, invalid, non-binding or unenforceable, the loss to the Issuer shall be calculated as being the amount which the Issuer should have received under such Receivable had the Receivable or Receivable Agreement not been so determined and on the assumption that all amounts under the Receivable and Receivable Agreement (including any option fees) would have been paid on a timely basis in full by the Customer (and disregarding any consideration as to the credit worthiness of the Customer) and including any amounts that would have accrued to the Issuer from the date on which such Related Receivable Agreement, was determined illegal, invalid, non-binding or unenforceable under the CCA, excluding for the avoidance of doubt any losses related to the Interest Element of the relevant Purchased Receivable.

### *Resignation and Termination of the Servicer*

The Servicer may resign its appointment on no less than 12 months' written notice to the Issuer, the Back-Up Facilitator, the Seller and the Security Trustee with a copy being sent to the Rating Agencies.

Each of the following events will be a "**Servicer Termination Event**" under the Servicing Agreement:

- (a) the Servicer fails to direct (or to procure the direction of) any movement of Collections as required under the Servicing Agreement and the other Transaction Documents, and such failure has continued unremedied for a period of five Business Days after the earlier of written notice of the same being received by the Servicer or the Servicer becoming aware of such failure, unless:
  - (i) the failure was caused by an event outside the Servicer's control and does not continue for more than ten Business Days, and the Servicer uses all commercially reasonable efforts to perform its obligations under the Servicing Agreement and promptly notifies the Trustee, the Security Trustee, the Issuer and the Noteholders of the failure and the steps being taken to correct it; or
  - (ii) the failure relates to an amount no greater than 0.05 per cent. of the aggregate Principal Amount Outstanding of all Notes and does not continue for more than 90 days after such failure; or
- (b) Black Horse (i) fails to observe or perform in any respect any of its covenants and obligations under or pursuant to the Servicing Agreement or any other Transaction Document to which it is a party and such failure results in a material adverse effect on the Purchased Receivables and continues unremedied for a period of 60 days after the earlier of a Responsible Person of Black Horse becoming aware of such default and written notice of such failure being received by Black Horse from the Issuer or, after delivery of an Enforcement Notice or notice that the Security Trustee has taken any action to enforce the Security, the Security Trustee requiring the same to be remedied, or (ii) fails to maintain its FSMA authorisation or any other regulatory licence or approval required under the terms of the Servicing Agreement and such failure continues unremedied for a period of 60 days after the earlier of an officer of Black Horse becoming aware of such default and written notice of such failure being received by Black Horse; or
- (c) the occurrence of an Insolvency Event in relation to Black Horse; or
- (d) any of the warranties given by Black Horse pursuant to the Servicing Agreement prove to be untrue, incomplete or inaccurate and such default (if capable of remedy) continues unremedied for a period

of 60 days after the earlier of an officer of Black Horse becoming aware of such default and written notice of such failure being received by Black Horse.

Black Horse's appointment under the Servicing Agreement may be terminated by the Issuer, so long as the Security Trustee consents to such termination, or the Security Trustee (acting on the directions of the Trustee, itself directed by the Noteholders). Notice of the termination of the Servicer shall be given to the Rating Agencies.

The Issuer, after the resignation or termination of the appointment of Black Horse as Servicer, shall (with the assistance of the Back-Up Facilitator) promptly identify and appoint a replacement servicer. No resignation or termination of the appointment of the Servicer will become effective until a replacement servicer has been appointed.

#### *Collection Account Trust*

The Seller has, pursuant to the terms of the Servicing Agreement, agreed to hold all amounts standing to the credit of the Collections Account on trust for the Issuer and itself absolutely (the "**Collections Account Declaration of Trust**"). The Servicer shall hold upon trust:

- (a) for the Issuer absolutely, all amounts from time to time standing to the credit of the Collections Account to the extent that such amounts represent payments into the Collections Accounts derived from or resulting from the Purchased Receivables comprised in the Portfolio (but excluding any interest arising in respect of amounts standing to the credit of the Collections Account) (the "**Issuer Trust Amounts**"); and
- (b) for itself absolutely, all amounts from time to time standing to the credit of the Collections Account to the extent such amounts represent amounts other than the Issuer Trust Amounts (the "**Seller Trust Amounts**").

The Seller has agreed that the Issuer Trust Amounts will be distributed to the Issuer in accordance with the terms of the Servicing Agreement and acknowledges and agrees that the Seller Trust Amounts shall be distributed at the direction of the Seller as beneficiary of the Collections Account Declaration of Trust.

The Seller will further acknowledge that it has no right at any time to pay, set-off or transfer any of the Issuer Trust Amounts in or towards satisfaction of the liabilities of the Seller and that it shall hold such money as Trustee for the Issuer and shall only be entitled to deal with the Issuer Trust Amounts in accordance with the terms of the Servicing Agreement and the other Transaction Documents.

#### **Back-Up Facilitator Agreement**

##### *General*

The Back-Up Facilitator agrees to assist in the identification and appointment of:

- (a) a back-up servicer on the occurrence of a voluntary resignation of the Servicer, a Servicer Termination Event or a Back-Up Facilitator Termination Event, including facilitating the transfer of any data to the Back-Up Servicer; and
- (b) a back-up cash manager on the occurrence of a voluntary resignation of the Cash Manager or a Cash Manager Termination Event.

##### *Back-Up Servicer or Cash Manager*

The Servicer (with the assistance of the Back-Up Facilitator) will appoint a back-up servicer in the event that:

- (a) the Servicer voluntarily resigns;
- (b) a Servicer Termination Event occurs; or
- (c)

- (i) 51 per cent. or more of the issued share capital of the Servicer is no longer held beneficially by a member of the Lloyds Banking Group (a "**Change of Control Event**"); or
- (ii) Lloyds Bank plc has a long-term issuer credit rating lower than BBB- by S&P and a long-term issuer rating lower than BBB(low) by DRBS (a "**Back-Up Facilitator Downgrade Event**" and, together with the Change of Control Event, each a "**Back-Up Facilitator Termination Event**"),

**provided that**, in the case of a Back-Up Facilitator Downgrade Event, Lloyds Bank plc may not be appointed as the back-up servicer.

The Cash Manager (with the assistance of the Back-Up Facilitator) will appoint a back-up cash manager in the event that the Cash Manager voluntarily resigns or a Cash Manager Termination Event occurs.

The Issuer will, after the resignation or termination of the appointment of Lloyds Bank plc as Back-Up Facilitator, use reasonable endeavours to search for and appoint a replacement Back-Up Facilitator. No resignation or termination of the appointment of the Back-Up Facilitator will become effective until a replacement Back-Up Facilitator has been appointed, with notice of the resignation, termination and appointment of a new Back-Up Facilitator to be given to the Issuer (if applicable) and the Rating Agencies.

### **Cash Management Agreement**

#### *General*

Black Horse will act as a Cash Manager under the Cash Management Agreement. The Cash Manager will manage the Issuer's accounts, including the Liquidity Reserve Fund, and arrange for payments to be made on behalf of the Issuer from such accounts on the basis of information in the Monthly Report in accordance with the relevant priority of payments set out in "*Terms and Conditions of the Notes*". If the Monthly Report is not delivered to the Cash Manager, the Cash Manager will not be obliged to make payments other than payment of the Issuer expenses, the servicing fee and the amounts required under the Rated Notes in accordance with the relevant Priority of Payments set out in "*Terms and Conditions of the Notes*".

For further information on the Cash Manager, see "*The Seller, Servicer, Cash Manager, Subordinated Loan Provider and Swap Counterparty*".

#### *Resignation and Termination of the Cash Manager*

Black Horse's appointment may be terminated by the Security Trustee or by the Issuer with the Security Trustee's consent after the occurrence of the following events, each a "**Cash Manager Termination Event**":

- (a) subject to certain cure periods, Black Horse defaults on a payment to be made by Black Horse under the Cash Management Agreement;
- (b) subject to certain cure periods, Black Horse fails to fulfil any other obligation imposed on it under the Cash Management Agreement;
- (c) an insolvency of Black Horse; or
- (d) if Black Horse is not or ceases to be exempt from any deduction or withholding under FATCA.

Notice of the termination of the Cash Manager shall be given to the Rating Agencies.

If the Cash Manager's appointment is terminated following a Cash Manager Termination Event, or if the Cash Manager resigns having given at least 12 months' notice to the Issuer, the Security Trustee and the Seller (with a copy to each Rating Agency), the Cash Manager shall (with the assistance of the Back-Up Facilitator) assist in a transfer to a substitute cash manager. In no event will the Trustee and/or the Security Trustee be required to act as Cash Manager. No termination of the Cash Manager will become effective until a replacement cash manager has been appointed.

In return for the services provided, the Cash Manager will receive a fee on each Payment Date equal to one twelfth of £10,000 (inclusive of VAT, if any) paid monthly in arrears in accordance with the applicable Priority of Payments.

### *Liquidity Reserve Fund*

A Liquidity Reserve Fund will be put in place to cover shortfalls in the Available Interest Collections. The Liquidity Reserve Fund will be funded on the Closing Date using the proceeds of the Liquidity Reserve Loan and thereafter replenished in an amount equal to the Liquidity Reserve Fund Required Amount in accordance with the applicable Priority of Payments.

For more details about the Liquidity Reserve Fund, see the section entitled "*Cashflows – Payments of Interest – Liquidity Reserve Fund*".

### *RV Top-Up Reserve Fund*

The RV Top-Up Reserve Fund will be put in place to provide structural protection for the Rated Notes in respect of certain shortfalls (a) between Vehicle Proceeds and the Optional Final Payment in relation to PCP Handback Receivables and (b) in the Vehicle Proceeds arising from a Receivable becoming a VT Receivable. The RV Top-Up Reserve Fund will be funded on the Closing Date using the proceeds of the RV Top-Up Reserve Loan.

For more details about the RV Top-Up Reserve Fund, see "*Credit Enhancement – RV Top-Up Reserve Fund*".

### *Ledgers*

The Cash Manager will maintain the Principal Deficiency Ledger.

### **The Swap Agreement**

On the Closing Date, the Issuer will enter into a fixed/floating interest rate swap transaction with the Swap Counterparty, under an International Swaps and Derivatives Association Inc. 1992 Master Agreement, in order to address certain risks arising as a result of a fixed rate of interest payable under the Purchased Receivables and the Issuer paying a floating rate of interest under the Rated Notes (the "**Swap Transaction**", which forms part of the Swap Agreement). At the commencement of each relevant period in respect of the Swap Transaction, the notional amount for such transaction will be equal to the aggregate of the Principal Amount outstanding of the Rated Notes at such time.

Pursuant to the terms of the Swap Transaction, on each Payment Date commencing on the first Payment Date and ending on the Final Legal Maturity Date, the Issuer will make fixed rate payments to the Swap Counterparty in sterling which the Issuer will fund using payments which it receives from the Purchased Receivables. The Swap Counterparty will, on the corresponding Payment Date, make floating rate payments in sterling (calculated by reference to Compounded Daily SONIA) to the Issuer. The amounts payable by the Issuer and the Swap Counterparty under the Swap Agreement will be netted so that only a net amount will be due from the Issuer or the Swap Counterparty (as the case may be) on an Payment Date.

Under a guarantee in relation to the Swap Agreement, the Swap Guarantor will provide a guarantee in favour of the Issuer (the "**Swap Guarantee**") in respect of the payment and delivery obligations of the initial Swap Counterparty under the Swap Agreement. The Swap Guarantee will terminate upon (a) the Swap Counterparty, or its successors, assignees or transferees within the Lloyds Banking Group, itself being sufficiently highly rated by the Rating Agencies or (b) the Swap Counterparty, or its successors, assignees or transferees within the Lloyds Banking Group, procuring another person who is sufficiently highly rated by the Rating Agencies (whose procurement the Rating Agencies have confirmed would maintain the ratings of the relevant Notes at the level at which it was prior to each procurement), to become co-obligor or guarantor in respect of the Swap Counterparty's payment and delivery obligations under the Swap Agreement or (c) the obligations of the Swap Counterparty under the Swap Agreement being irrevocably discharged in full or (d) in certain circumstances, the Swap Counterparty assigning or novating any of its rights, undertakings or obligations under the Swap Agreement without the express written consent of the Swap Guarantor.

### *Ratings downgrade of a Swap Counterparty*

Under the terms of the Swap Agreement, in the event that the relevant rating(s) of the Swap Counterparty (or its co-obligor or guarantor, if applicable) assigned by a Rating Agency is or are below the required ratings (a "**Swap Counterparty Required Ratings Downgrade**") as specified in the section entitled

"Triggers Tables – Ratings Trigger Table" (the "**Swap Counterparty Required Ratings**"), the Swap Counterparty will, in accordance with the Swap Agreement, be required to take certain remedial measures within the timeframe stipulated in the Swap Agreement and at its own cost which may include providing collateral for its obligations under the Swap Agreement ("**Swap Collateral**"), and/or arranging for its obligations under the Swap Agreement to be transferred to an entity with the Swap Counterparty Required Ratings, procuring another entity with the Swap Counterparty Required Ratings to become co-obligor or guarantor, as applicable, in respect of its obligations under the Swap Agreement or taking such other action (or inaction) that would result in the rating of the Rated Notes being maintained at, or restored to, the level it would have been at prior to such lower rating being assigned by the relevant Rating Agency.

To the extent required to be provided as set out above (or if voluntarily elected), Swap Collateral will be provided on a daily basis under a Credit Support Annex and may take the form of cash or government bonds denominated in sterling (as set out in the Swap Agreement). The Swap Counterparty will be responsible for determining (in accordance with stipulated parameters) the amount of Swap Collateral which is required to be transferred. Any Swap Collateral provided will be transferred by the Swap Counterparty to the Swap Collateral Account. The Swap Counterparty may from time to time be required to transfer additional Swap Collateral, or may be entitled to require a transfer of equivalent Swap Collateral to it (**provided that** the Issuer will not be required to transfer equivalent Swap Collateral of a value which is greater than the Swap Collateral transferred to it). In certain circumstances of termination of the Swap Agreement, the value of Swap Collateral then held in the Swap Collateral Account will be taken into account in determining the respective obligations of the parties to the Swap Agreement as described below. Swap Collateral will not form part of Available Interest Collection.

If the Swap Counterparty fails to comply with its obligations under the Swap Agreement following a Swap Counterparty Required Ratings Downgrade, then the Issuer will in such circumstances be entitled (but not obliged) to terminate the relevant Swap Agreement.

#### *Termination rights and payments*

The Swap Transaction may be terminated in certain circumstances, including, but not limited to, the following, each as more specifically defined in the Swap Agreement:

- (a) if there is a failure by a party to pay amounts due under the Swap Agreement and any applicable grace period has expired;
- (b) if certain insolvency events occur with respect to a party;
- (c) if a breach of a provision of the Swap Agreement by the Swap Counterparty is not remedied within the applicable grace period;
- (d) if a change of law results in the obligations of one of the parties becoming illegal;
- (e) there is a change in tax law, which has the effect that a party to the Swap Agreement will, or there is a substantial risk that it will, be required to make any withholding in respect of any payments to the other party;
- (f) if the Swap Counterparty is downgraded and fails to comply with the requirements of the DBRS or S&P downgrade provisions contained in the Swap Agreement (as described above);
- (g) an Enforcement Notice is served on the Issuer pursuant to Condition 10 (*Events of Default*);
- (h) if any of Priority of Payments are amended (in any case, other than in accordance with the Deed of Charge, or with the prior written consent of the Swap Counterparty, as the case may be), such that the Issuer's obligations to the Swap Counterparty under this Agreement are further contractually subordinated to the Issuer's obligations to any of the other Secured Parties;
- (i) if any of the Transaction Documents is amended without the Swap Counterparty's prior written consent, such that the Swap Counterparty would, immediately after such amendment, be required to pay more or receive less under the Swap Agreement than would otherwise have been the case immediately prior to such amendment; or

- (j) if an irrevocable notice is given that redemption of all of the Notes will occur pursuant Condition 5(b) (*Redemption for taxation and other reasons*).

Upon an early termination of the Swap Transaction, the Issuer or the Swap Counterparty may be liable to make a termination payment to the other. Any such payment, if due from the Issuer to the Swap Counterparty, will rank in order of priority as described in the section entitled "*Cashflows – Priority of Payments*". The Issuer will use commercially reasonable endeavours to enter into a replacement Swap Transaction on acceptable terms.

For the purposes of the relevant Priority of Payments, "**Swap Counterparty Subordinated Amounts**" means the amount, if any, due to the Swap Counterparty on that Payment Date pursuant to Section 6(e) of the Swap Agreement in connection with a termination of the Swap Agreement (after application of netting against any Swap Collateral previously posted by the Swap Counterparty) where such termination has arisen as a result of an Event of Default under the Swap Agreement where the Swap Counterparty is the Defaulting Party or as a result of an Additional Termination Event under the Swap Agreement which results from a downgrade by one or more Rating Agencies of the Swap Counterparty and the failure by the Swap Counterparty to take one or more of the actions specified in the Swap Agreement (and for these purposes Event of Default, Defaulting Party and such Additional Termination Events have the meanings indicated in the Swap Agreement).

The termination payment will be calculated and paid in sterling. The amount of any termination payment will be based on the market value of the terminated Swap Transaction as determined on the basis of quotations sought from leading dealers as to the costs of entering into a transaction with the same terms and conditions that would have the effect of preserving the economic equivalent of the respective full payment obligations of the parties (or based upon a good faith determination of total losses and costs (or gains) if an insufficient number of quotations can be obtained or if basing the valuation on quotations would not produce a commercially reasonable result) and will separately include any unpaid amounts that became due and payable prior to the date of termination, taking account of any Swap Collateral transferred by the Swap Counterparty to the Issuer. If an early termination date is designated in respect of the Swap Transaction at a time when the Swap Counterparty is (A) the Affected Party in respect of an Additional Termination Event or a Tax Event Upon Merger or (B) the Defaulting Party in respect of any Event of Default (each term as defined in the Swap Agreement), then the Issuer will determine the amount payable in respect of the terminated transactions by assessing the value of Firm Offers (as defined in the Swap Agreement) for a replacement transaction that is, in all material respects, no less beneficial for Issuer than those of the Swap Agreement (or in certain circumstances where there are no Firm Offers, the Issuer's loss). If there are multiple Firm Offers, the Issuer may select the lowest.

Where the Issuer enters into a further Swap Agreement to replace the existing Swap Agreement which terminates early, the Issuer shall upon receipt apply the amount of premium, if any, received in consideration for entry into that replacement Swap Agreement the ("**Swap Replacement Premium**") in or towards payment of any termination payment then payable by the Issuer to the Swap Counterparty in respect of that Swap Agreement which has terminated early and the remainder of that amount, if any, shall be credited to the Distribution Account.

Any amount attributable to the return of collateral to the Swap Counterparty and any Swap Replacement Premium applied by the Issuer in making any swap termination payment due from the Issuer to the Swap Counterparty will be paid directly to the Swap Counterparty and not in accordance with the Priorities of Payments. Any swap termination payment applied by the Issuer in the purchase of one or more replacement hedging transactions shall be applied directly to such purchase and shall not be paid in accordance with the relevant Priorities of Payments.

If the Issuer receives any tax credit, allowance, set-off or repayment from the tax authorities of any jurisdiction relating to a deduction or withholding that gave rise to the payment by a Swap Counterparty of an additional amount to ensure that the Issuer receives the full amount it would otherwise have received from the relevant Swap Counterparty, then an amount equal to the net cash received by the Issuer in respect of such tax credit, allowance, set-off or repayment (a "**Swap Tax Credit**") shall be paid directly to the Swap Counterparty and not in accordance with the relevant Priorities of Payments.

Depending on the terms of the Swap Transaction and the circumstances prevailing at the time of termination, any such termination payment due to the Swap Counterparty could be substantial and may affect the funds available to pay amounts due to the Noteholders.



The Swap Counterparty may, subject to certain conditions specified in the Swap Agreement including (without limitation) the satisfaction of certain requirements of the Rating Agencies, transfer its obligations under the Swap Agreement to another entity with the Swap Counterparty Required Ratings.

#### *Security and Ranking*

The Issuer's rights against the Swap Counterparty under the Swap Agreement and the Swap Guarantor under the Swap Guarantee will be secured under the Deed of Charge. In the event of the Charged Property being enforced thereunder, such obligations (other than certain Swap Counterparty Subordinated Amounts) will rank ahead of or *pari passu* with payments in respect of the Notes.

#### *Withholding Tax*

All payments to be made by a party under the Swap Agreements are to be made without withholding or deduction for or on account of any tax unless such withholding or deduction is required by applicable law (as modified by the practice of any relevant tax authority). Each of the Issuer and each Swap Counterparty will represent, on entering into the Swap Agreements, that it is not obliged to make any such deduction or withholding under current taxation law and practice. If, as a result of a change in law (or the application or official interpretation thereof), the Issuer is required to make such a withholding or deduction from any payment to be made to the Swap Counterparty under a Swap Agreement, the Issuer will not be obliged to pay any additional amounts to the Swap Counterparty in respect of the amounts so required to be withheld or deducted. If, as a result of a change in law (or the application or official interpretation thereof), a Swap Counterparty is required to make such a withholding or deduction from any payment to the Issuer under a Swap Agreement, it shall pay to the Issuer such additional amount as is necessary to ensure that the net amount actually received by the Issuer will equal the full amount the Issuer would have received had no such deduction or withholding been required. The party receiving a reduced payment or that is required to make an additional payment, as the case may be, will have the right to terminate the relevant Swap Agreement (subject to the Swap Counterparty's obligation to use reasonable efforts (provided that such efforts shall not cause significant economic hardship to the relevant Swap Counterparty) to transfer its rights and obligations under the relevant Swap Agreement to another of its offices or affiliates such that payments made by or to that office or affiliate under the relevant Swap Agreement can be made without any withholding or deduction for or on account of tax).

### **Account Bank Agreement**

#### *General*

The bank accounts described below will be utilised in the securitisation transaction and the Issuer's interest in such accounts will form part of the security for the Notes. Each account was established and will be maintained with Lloyds Bank plc (as "**Account Bank**"), whose principal place of business is at 25 Gresham Street, London EC2V 7HN.

The Account Bank's long-term senior debt has been assigned a rating of A+ by S&P and a long-term critical obligations rating of A (high) by DBRS.

For further information on the Account Bank, see the section entitled "*The Account Bank, RV Top-Up Reserve Account Bank, Back-Up Facilitator and Swap Guarantor*".

The Issuer's Distribution Account, Liquidity Reserve Account and Swap Collateral Account are required to be maintained at a Qualified Institution. If at any time the Account Bank ceases to be a Qualified Institution, then the Issuer and Black Horse will, in the case of a downgrade by S&P and/or DBRS, within 60 days of such time, transfer the relevant accounts to another bank or banks that are Qualified Institutions. The RV Top-Up Reserve Account is not required to be maintained at a Qualified Institution.

The Issuer may terminate the appointment of the Account Bank **provided that** a replacement Account Bank has been appointed. The Account Bank may resign by giving the Issuer, the Security Trustee and the Cash Manager at least two months' prior notice. However, such resignation will not take effect until a successor account bank is appointed.

#### *Liquidity Reserve Account*

The Liquidity Reserve Account will hold the Liquidity Reserve Fund and be credited up to the Liquidity Reserve Fund Required Amount and debited as described in the section entitled "*Cashflows – Payments of Interest – Liquidity Reserve Fund*".

#### *Swap Collateral Account*

The Swap Collateral Account will be operated in accordance with the Cash Management Agreement, the Deed of Charge and the Swap Agreement, as described in the section entitled "*Cashflows – Swap Collateral*".

#### **RV Top-Up Reserve Account Bank Agreement**

The RV Top-Up Reserve Account will be established and maintained with Lloyds Bank plc (as "**RV Top-Up Reserve Account Bank**") in accordance with the terms of the RV Top-Up Reserve Account Bank Agreement and will hold the RV Top-Up Reserve Fund. The RV Top-Up Reserve Account will be credited up to the RV Top-Up Reserve Fund Required Amount on the Closing Date and debited as described in the section entitled "*Credit Enhancement – RV Top-Up Reserve Fund*".

The Issuer may terminate the appointment of the RV Top-Up Reserve Account Bank **provided that** a replacement RV Top-Up Reserve Account Bank has been appointed. The RV Top-Up Reserve Account Bank may resign by giving the Issuer, the Security Trustee and the Cash Manager at least two months' prior notice. However, such resignation will not take effect until a successor account bank is appointed.

The RV Top-Up Reserve Account is not required to be maintained at a Qualified Institution.

#### **Deed of Charge**

##### *General*

The Notes are secured under and on the terms set out in a Deed of Charge between the Issuer and the Security Trustee on all the assets of the Issuer.

##### *Enforcement of the Security*

The Security becomes enforceable when the Trustee serves an Enforcement Notice on the Issuer and the Security Trustee. Following delivery of an Enforcement Notice, the Trustee may at its discretion direct the Security Trustee to take action to enforce the Security, and will direct the Security Trustee to take such action to enforce the Security as directed by the Controlling Class acting by way of Written Resolution or by way of an Extraordinary Resolution subject to the Trustee and the Security Trustee having been indemnified and/or secured and/or repfunded to their satisfaction.

To the extent that the Trustee acts in compliance with such directions of the Controlling Class, it will have no obligation to take the interests of any other party into account or to follow a direction given by any other party. Only the Trustee and the Security Trustee may enforce the rights of the Noteholders against the Issuer, whether the same arise under general law, the terms and conditions of the Notes, a transaction document or otherwise.

For the purposes of Article 21(4)(d) of the Securitisation Regulation, no provision of the Deed of Charge requires automatic liquidation upon default. The Security Trustee is required to ensure that any amounts deposited or investments made by it in accordance with the provisions of the Deed of Charge are, where applicable, held in accordance with the requirements of Article 21(4)(a) of the Securitisation Regulation.

##### *Application of Proceeds – Accelerated Priority of Payments*

On enforcement of the Security, the Security Trustee is required to apply moneys available for distribution to satisfy the amounts owing by the Issuer in the Accelerated Priority of Payments set out in "*Terms and Conditions of the Notes*".

### *Shortfall after Application of Proceeds*

If the net proceeds of the Security being enforced and liquidated under the Deed of Charge are not sufficient to pay the Notes after payment of all other claims ranking in priority to the Notes, the obligations of the Issuer under the Notes will be limited to such net proceeds and no other assets of the Issuer will be available for any further payments on the Notes. The right to receive any further payments will be extinguished.

### **Trust Deed**

The Notes will be constituted pursuant to the Trust Deed to be entered into on the Closing Date between the Issuer and the Trustee.

U.S. Bank Trustees Limited will agree to act as Trustee subject to the conditions contained in the Trust Deed.

The Trust Deed contains provisions requiring the Trustee to take into account the interests of the holders of all Classes of Notes issued by the Issuer equally as regards all powers, trusts, authorities, duties and discretions of the Trustee (except where expressly provided otherwise), but requiring the Trustee to take into account only the interests of the Controlling Class if, in the opinion of the Trustee there is a conflict between the interests of the Controlling Class and the holders of the other Class of Notes.

The Trust Deed will contain provisions governing the responsibility (and relief from responsibility) of the Trustee and providing for its indemnification in certain circumstances.

The Trust Deed provides that the Trustee will be obliged to take action on behalf of the Noteholders and the Secured Parties in certain circumstances, **provided always that** the Trustee is indemnified and/or secured and/or prefunded to its satisfaction. Further, the Trustee will not be obliged to act on behalf of the Noteholders or any other Secured Parties where it would not have the power to do so by virtue of any applicable law or where such action would be illegal in any applicable jurisdiction.

In accordance with the terms of the Trust Deed, the Issuer will pay a fee to the Trustee for its services under the Trust Deed at the rate and times agreed (and as amended from time to time) between the Issuer and the Trustee together with payment of any liabilities incurred by the Trustee in relation to the Trustee's performance of its obligations under the Trust Deed.

The Conditions of the Notes, including a summary of the provisions regarding Meetings of the Noteholders, are reproduced in full in the section headed "*Terms and Conditions of the Notes*".

### **Subordinated Loan Note Issuance Agreement**

Black Horse Limited, as Subordinated Loan Provider, will make available to the Issuer under the Subordinated Loan Note Issuance Agreement, to be drawn down by the Issuer on the Closing Date:

- (a) a loan facility to fund the Liquidity Reserve Fund to the Liquidity Reserve Fund Required Amount (the "**Liquidity Reserve Loan**");
- (b) a loan facility to fund the RV Top-Up Reserve Fund to the RV Top-Up Reserve Fund Required Amount (the "**RV Top-Up Reserve Loan**"); and
- (c) a loan facility to fund certain expenses of the Issuer in connection with the establishment of the transaction (the "**Issuer Expenses Loan**").

Payments of interest and principal on the Issuer Expenses Loan and payments of interest on the Liquidity Reserve Loan will be made on each Payment Date in accordance with the Subordinated Loan Note Issuance Agreement and the applicable Priority of Payments.

Payment of principal on the Liquidity Reserve Loan will be made on the earlier of the Rated Notes Redemption Date and the Final Legal Maturity Date from amounts standing to the credit of the Liquidity Reserve Fund on such date.

Payments of interest on the RV Top-Up Reserve Loan will be made on each Payment Date and funded, in part, by interest earned on the RV Top-Up Reserve Account during the immediately preceding Collection

Period, with any shortfall (the "**RV Top-Up Reserve Loan Interest Shortfall**") paid in accordance with the applicable Priority of Payments.

Payments of principal on the RV Top-Up Reserve Loan will be made on each Payment Date:

- (a) from amounts standing to the credit of the RV Top-Up Reserve Fund in excess of the RV Top-Up Reserve Fund Required Amount after application of any amounts required to be applied as Available Interest Collections; and
- (b) from Available Interest Collections up to an amount equal to the RV Top-Up Reserve Drawn Amount on such Payment Date in accordance with the applicable Priority of Payments.

See further "*Credit Enhancement – RV Top-Up Reserve Fund*".

**Governing law**

All of the Transaction Documents and all non-contractual obligations arising out of or in connection with the Transaction Documents will be governed by English law.

## **CREDIT ENHANCEMENT**

This securitisation transaction is structured to provide credit enhancement that increases the likelihood that the Issuer will make timely payment of interest and principal on the Rated Notes and decrease the likelihood that losses on the Receivables will impair the Issuer's ability to do so. Credit enhancement may not provide protection against all risks of loss and does not guarantee payment of interest and repayment of the entire principal amount of the Notes. If losses on Receivables exceed the credit enhancement available, Noteholders will bear their allocable share of the loss. The Noteholders will have no recourse to Black Horse as a source of payment.

### **Subordination**

This securitisation transaction is structured so that the Issuer will pay interest on the Class A Notes, then will pay interest on the Class B Notes, and then will pay interest on the Class S Notes. The Issuer will not pay interest on the Class B Notes until all interest due on the Class A Notes is paid in full, and will not pay interest on the Class S Notes until all interest due on the Class A Notes and the Class B Notes is paid in full.

The Issuer will pay principal sequentially to each Class of Notes in order of seniority. The Issuer will not pay principal on the Class B Notes until the principal amounts on the Class A Notes are paid in full, and will not pay principal on the Class S Notes until the principal amounts on the Class A Notes and the Class B Notes are paid in full.

If the Notes are accelerated after an Event of Default, the Priority of Payments will change and the Issuer will not pay interest or principal on a Class B Notes until principal and interest and all other amounts in respect of the Class A Notes are paid in full, and will not pay interest or principal on the Class S Notes until principal and interest and all other amounts in respect of the Class A Notes and the Class B Notes are paid in full. These subordination features provide credit enhancement to the Rated Notes.

### **Excess Spread**

On each Payment Date, excess spread is the amount of any excess Available Interest Collections, following the payment of prior ranking items in the Interest Priority of Payments, including the sum of the Trustee and Security Trustee fees and other senior expenses of the Issuer, the Servicing Fee, payments to the Swap Counterparty, interest on the Notes and the replenishment of the Liquidity Reserve Fund. The amount of excess spread will depend on factors such as the customer rate on the Receivables, prepayments and losses.

Excess spread will be used to cover losses on Defaulted Receivables, VT Receivables and PCP Handback Receivables. Remaining amounts will be paid to, among others, the Swap Counterparty as Swap Counterparty Subordinated Amounts, the Subordinated Loan Provider as payments of interest and principal on the Subordinated Loan, and the Seller as Deferred Purchase Price.

Accordingly, excess spread provides a source of funds to absorb any losses on the Receivables and reduces the likelihood of losses on the Notes.

### **RV Top-Up Reserve Fund**

The RV Top-Up Reserve Fund will be put in place to provide structural protection for the Rated Notes in respect of certain shortfalls (a) between Vehicle Proceeds and the Optional Final Payment in relation to PCP Handback Receivables and (b) in the Vehicle Proceeds arising from a Receivable becoming a VT Receivable. The RV Top-Up Reserve Fund will be funded up to the RV Top-Up Reserve Fund Required Amount on the Closing Date using amounts advanced under the RV Top-Up Reserve Loan.

The RV Top-Up Reserve Fund will only cover the difference between the Vehicle Proceeds and the RV Top-Up Threshold Amount in cases where the Vehicle Proceeds are lower. Noteholders will need to rely on other available credit enhancement to cover the difference between the RV Top-Up Threshold Amount (or the Vehicle Proceeds, where these exceed the RV Top-Up Threshold) and the Outstanding Principal Balance of the related Receivable.

Amounts standing to the credit of the RV Top-Up Reserve Fund will be available to be applied by the Issuer as Available Interest Collections in circumstances where the Vehicle Proceeds in relation to a PCP

Handback Vehicle or VT Receivable are less than 21 per cent. of the Optional Final Payment (the "**RV Top-Up Threshold Amount**") in relation to the relevant PCP Handback Receivable or VT Receivable.

The RV Top-Up Reserve Fund Required Amount will initially be £79,603,974.69, being an amount equal to 21 per cent. of the aggregate Optional Final Payments due in respect of the Receivable Agreements in the Portfolio as at the Closing Date. The RV Top-Up Reserve Fund Required Amount has been sized with the intention of reducing amounts potentially arising from the Portfolio in respect of the sale of Financed Vehicles in relation to PCP Handback Receivables and VT Receivables and available to repay the Notes to less than 50 per cent. of the aggregate Principal Amount Outstanding of the Notes as at the Closing Date.

On each Payment Date, the Issuer will withdraw from the RV Top-Up Reserve Fund and apply as Available Interest Collections, in relation to each PCP Handback Receivable and each VT Receivable in respect of which:

- (a) Vehicle Proceeds were received during the immediately preceding Collection Period; and
- (b) such Vehicle Proceeds were less than the RV Top-Up Threshold Amount in relation to such PCP Handback Receivable or VT Receivable,

an amount equal to (i) the RV Top-Up Threshold Amount, less (ii) the amount of the Vehicle Proceeds, in each case in relation to such PCP Handback Receivable or VT Receivable.

The RV Top-Up Reserve Fund Required Amount will be reduced on each Payment Date in an amount equal to the RV Top-Up Threshold Amount in respect of:

- (a) each Receivable in relation which the relevant Customer exercises their option to pay the Optional Final Payment during the immediately preceding Collection Period;
- (b) each Receivable which became a Defaulted Receivable during the immediately preceding Collection Period or which is no longer a Purchased Receivable; and
- (c) each PCP Handback Receivable or VT Receivable in respect of which Vehicle Proceeds were received during the relevant Collection Period.

On each Payment Date, the Issuer will withdraw from the RV Top-Up Reserve Fund and apply the amount by which amounts standing to the credit of the RV Top-Up Reserve Fund exceed the RV Top-Up Reserve Fund Required Amount, after the application of amounts as Available Interest Collections and reduction of the RV Top-Up Reserve Fund Requirement Amount as described above, in repayment of principal under the RV Top-Up Reserve Loan. Such amounts will not be available to be applied in accordance with the applicable Priority of Payments.

## MATURITY AND PREPAYMENT CONSIDERATIONS

### General

The amount of principal payments that will be made on the Notes on each Payment Date is not certain because that amount will depend on the amount of principal payments, including prepayments, received on the Receivables during the Collection Period. The Final Legal Maturity Date for each Class of Notes is listed on the cover of this Prospectus. These dates have been calculated for each Class of Notes assuming all Receivables pay as scheduled with no delays, defaults or prepayments and, for the Notes, adding 12 months to the calculated date. The Issuer expects that the final payment of each Class of Notes will occur before its Final Legal Maturity Date. The final payment of a Class of Notes could occur significantly earlier than such Class's Final Legal Maturity Date.

### Prepayments

"Prepayments" on the Receivables will occur in the following circumstances:

- Customers may prepay their Receivable Agreements in full or in part at any time;
- Vehicle Proceeds on Defaulted Receivables, VT Receivables or PCP Handback Receivables may be received (and, in the case of VT Receivables or PCP Handback Receivables, where such Vehicle Proceeds are less than the RV Top-Up Threshold Amount in respect of that Receivable, amounts may be available to the Issuer from the RV Top-Up Reserve Fund); and
- proceeds from claims on insurance policies covering the Financed Vehicles or the Customers may be received.

In addition:

- the Seller may be required to repurchase Non-Compliant Receivables from the Issuer on the occurrence of breaches of representations and warranties, or to indemnify for any CCA Compensation Amount, Set-Off Indemnity Amount or Receivables Indemnity Amount, as described under "*Principal Transaction Documents – Receivables Sale Deed*" if the Seller fails to remedy the breach within the applicable timeframe;
- the Seller may be required to repurchase Receivables that will have been the subject of a Non-Permitted Variation;
- the Seller may, but will not be required to, repurchase Non-Eligible Receivables;
- the Servicer, for so long as Black Horse is Servicer, may be required to purchase Receivables if the Servicer breaches its servicing obligations, as described under "*Principal Transaction Documents – Servicing Agreement*"; and
- the Seller will have the option to purchase all but not some of the Receivables from the Issuer on a Payment Date when the aggregate Principal Amount Outstanding of the Rated Notes is 10 per cent. or less of the aggregate Principal Amount Outstanding of the Rated Notes as at the Closing Date, **provided that** sufficient funds are available to pay interest and principal on the Rated Notes in full.

The short-term nature and smaller principal amount of Receivable Agreements makes the benefit of refinancing smaller. Furthermore, the use of low-rate financing to increase sales of New Vehicles limits the situations in which a Customer could take advantage of lower rates by refinancing.

Reinvestment risk resulting from a faster or slower rate of Prepayment of Receivables will be borne entirely by the Noteholders. Higher than anticipated rates of Prepayment and defaults on the Receivables will cause principal to be paid to the Noteholders faster than expected. Noteholders will bear the risk of not being able to reinvest the principal repaid faster than expected at a rate of return that is equal to or greater than the rate of return on the Notes. Noteholders may also have to wait longer than anticipated to receive principal payments if Prepayment rates are slower than assumed, exposing them to reinvestment risk at the time principal is paid or to lost investment opportunities that may arise before receipt of principal from the Issuer.

### Weighted Average Life of the Notes

The expression "weighted average life" refers to the average amount of time from the Closing Date to the date of payment to the Noteholder of each pound Sterling paid in reduction of the Principal Amount Outstanding of the Notes (assuming no losses). The weighted average life of the Notes will be influenced by, among other things, the rate at which principal is paid on the Receivables, which may occur through scheduled payments, Prepayments or enforcement proceedings.

Prepayments on auto receivables are commonly measured relative to a constant prepayment standard or model. The model used in this Prospectus for the Receivables is constant prepayment rates or "CPR", which represents an assumed rate of prepayments each month relative to the then aggregate Outstanding Principal Balance of the Receivables for the life of such Receivables.

The table below has been prepared on the basis of the following assumptions:

- no Purchased Receivable is sold by the Issuer;
- there are no delinquencies, defaults or voluntary terminations on the Purchased Receivables, and principal payments on the Purchased Receivables will be received on a timely basis together with prepayments, if any, at the CPR set out in the table;
- payments on the Notes are made on the 16th day of each month and the first Payment Date is 16 January 2020;
- the Notes are issued on 4 December 2019;
- Black Horse exercises the 10 per cent. Clean-Up Call on the first Payment Date that the option is available; and
- the amortisation profile of the assets is assumed to be the same as the profile of the Portfolio on the Cut-Off Date.

The actual characteristics and performance of the Receivables transferred to the Issuer will differ from the assumptions used in constructing the CPR tables. The CPR tables only give a general sense of how each Class of Notes may amortise at different assumed CPR rates with other assumptions held constant. It is unlikely that the Receivables will prepay at a constant rate until maturity and that there will be no delinquencies or losses on the Receivables. The diverse terms of the Receivables could produce slower or faster principal prepayments than indicated in the CPR tables. Any difference between these assumptions and the actual characteristics and performance of the Receivables, or actual prepayment or loss experience, will affect the percentages of the weighted average life and period during which principal is paid on each Class of Notes.

### Weighted Average Life of the Rated Notes

CPR	Class A Notes			Class B Notes		
	WAL (in years)	First Principal Payment	Expected Maturity	WAL (in years)	First Principal Payment	Expected Maturity
0.0% .....	2.00	January 2020	February 2023	3.31	February 2023	April 2023
5.0% .....	1.79	January 2020	January 2023	3.22	January 2023	March 2023
10.0% .....	1.60	January 2020	November 2022	3.08	November 2022	January 2023
15.0% .....	1.42	January 2020	September 2022	2.98	September 2022	December 2022
<b>17.5% .....</b>	<b>1.34</b>	<b>January 2020</b>	<b>August 2022</b>	<b>2.89</b>	<b>August 2022</b>	<b>November 2022</b>
20.0% .....	1.27	January 2020	June 2022	2.80	June 2022	October 2022
25.0% .....	1.13	January 2020	April 2022	2.57	April 2022	July 2022
30.0% .....	1.01	January 2020	February 2022	2.39	February 2022	May 2022

### Assumed Amortisation of the Rated Notes

This amortisation scenario is based on the assumptions listed above under "Weighted Average Life of the Notes" and is assuming a CPR of 17.5 per cent. It should be noted that the actual amortisation of the Rated Notes may differ substantially from the amortisation scenario indicated below.



Payment Date	Percentage of Principal Amount Outstanding on the Closing Date	
	Class A Notes	Class B Notes
December 2019	100.0%	100.0%
January 2020	96.3%	100.0%
February 2020	92.7%	100.0%
March 2020	89.1%	100.0%
April 2020	85.6%	100.0%
May 2020	82.2%	100.0%
June 2020	78.8%	100.0%
July 2020	75.5%	100.0%
August 2020	72.3%	100.0%
September 2020	69.1%	100.0%
October 2020	65.9%	100.0%
November 2020	62.2%	100.0%
December 2020	59.0%	100.0%
January 2021	56.0%	100.0%
February 2021	53.1%	100.0%
March 2021	50.1%	100.0%
April 2021	47.0%	100.0%
May 2021	43.6%	100.0%
June 2021	40.4%	100.0%
July 2021	37.6%	100.0%
August 2021	34.7%	100.0%
September 2021	32.1%	100.0%
October 2021	29.0%	100.0%
November 2021	25.3%	100.0%
December 2021	21.7%	100.0%
January 2022	18.6%	100.0%
February 2022	15.7%	100.0%
March 2022	13.0%	100.0%
April 2022	10.2%	100.0%
May 2022	6.8%	100.0%
June 2022	3.5%	100.0%
July 2022	0.7%	100.0%
August 2022	0.0%	89.1%
September 2022	0.0%	77.3%
October 2022	0.0%	63.7%
November 2022	0.0%	0.0%

**The CPR tables were prepared based on the assumptions described above, including the assumptions regarding the characteristics and performance of the Receivables that will differ from the actual characteristics and performance of the Receivables. You should be sure you understand these assumptions when reading the CPR tables.**

Calculations of the estimated weighted average life of the Notes are derived from information provided by Black Horse.

## **USE OF PROCEEDS**

The proceeds from the sale of the Notes issued, being approximately £610,070,000, will be used by the Issuer to purchase the beneficial interest in the Receivables from Black Horse on the Closing Date.

## TERMS AND CONDITIONS OF THE NOTES

*The following is the text of the terms and conditions which, subject to completion and amendment, will be applicable to the Notes represented by a note in global form and the Notes in definitive form issued in exchange for the Notes in global form and which will be endorsed on such Notes.*

The £424,000,000 Class A Asset-Backed Floating-Rate Notes due September 2025 (the "**Class A Notes**"), the £76,260,000 Class B Asset-Backed Floating-Rate Notes due September 2025 (the "**Class B Notes**" and, together with the Class A Notes, the "**Rated Notes**") and the £109,810,000 Class S Asset-Backed Fixed-Rate Notes due September 2025 (the "**Class S Notes**" and, together with the Rated Notes, the "**Notes**") are constituted by a trust deed (the "**Trust Deed**") dated on or around the Closing Date between Cardiff Auto Receivables Securitisation 2019-1 plc (the "**Issuer**") and U.S. Bank Trustees Limited (in such capacity, the "**Trustee**", which expression will include all persons for the time being the trustee or trustees under the Trust Deed) as Trustee for, among others, the Noteholders (as defined in Condition 1 (*Form, denomination and title*)).

The Notes are secured under and on the terms set out in a deed of charge (the "**Deed of Charge**") dated on or around the Closing Date between the Issuer and U.S. Bank Trustees Limited (in such capacity, the "**Security Trustee**", which expression includes its permitted successors and assigns) on certain assets of the Issuer (the "**Charged Property**") including, without limitation, the Issuer's rights, title, interest and benefit, present and future, in, under and to all its assets including the Issuer's rights, title, interest and benefit, present and future, in, under and to the Transaction Documents (as defined below) which include an agency agreement (the "**Agency Agreement**") dated on or around the Closing Date between the Issuer, the Trustee, the Security Trustee, Elavon Financial Services DAC, UK Branch as principal paying agent (in such capacity, the "**Principal Paying Agent**", which expression includes its permitted successors and assigns and, together with any other paying agent appointed, the "**Paying Agents**"), and Elavon Financial Services DAC, UK Branch as registrar (the "**Registrar**", which expression includes its permitted successors and assigns).

The security created under the Deed of Charge, and all further security created under such document, are together referred to as the "**Security**".

Payments under the Notes will be made under the Agency Agreement and the Cash Management Agreement (as defined below).

The Notes, the Trust Deed, the Deed of Charge, the Corporate Services Agreement, the Agency Agreement, the Receivables Sale Deed, the Servicing Agreement, the Back-Up Facilitator Agreement, the Subordinated Loan Note Issuance Agreement, the Swap Agreement, the Swap Guarantee, the Account Bank Agreement, the RV Top-Up Reserve Account Bank Agreement, the Sale Notice, the Cash Management Agreement and the Master Framework Agreement are, together with the Conditions (as defined below) referred to as the "**Transaction Documents**". References to each of the Transaction Documents are to it as from time to time modified in compliance with its terms and any deed or other document expressed to be supplemental to it, as from time to time so modified.

Statements in these terms and conditions (the "**Conditions**") are subject to the detailed terms of the Trust Deed, the Deed of Charge, the Agency Agreement and the other Transaction Documents, copies of which are available for inspection at the specified office for the time being of the Principal Paying Agent. The Holders of the Notes have the benefit of, are bound by and are deemed to have notice of all the terms in the Trust Deed, the Deed of Charge, and those applicable to them in the Agency Agreement and the other Transaction Documents.

References to "**Conditions**" are, unless the context otherwise reprises, to the numbered paragraphs of these Conditions. Words and expressions used in these Conditions without definitions will have the meanings given to them in Condition 18 (*Definitions*).

The issue of the Notes was authorised by a resolution of the board of directors of the Issuer passed on 27 November 2019.

### 1. **Form, denomination and title**

- (a) The Rated Notes are issued in registered global form in the denomination of £100,000 and integral multiples of £1,000 in excess of £100,000, up to and including £199,000.

- (b) The Class S Notes are issued in registered definitive form in one single denomination of £109,810,000.

The Rated Notes which are offered and sold outside the United States to non-US persons in reliance on Regulation S will be represented by beneficial interests in Global Notes. For so long as the Class S Notes are held by Black Horse, the Class S Notes will be represented by beneficial interests in one single Definitive Note. The Global Notes are issued under the NSS.

The Issuer will cause to be kept at the specified office of the Registrar a register (the "**Register**") on which will be entered the names and addresses of the Holders of the Notes and the particulars of such Notes held by them and all transfers, advances, payments (of interest and principal), repayments, redemptions, cancellations and replacements of such Notes. In these Conditions, "**Notes**" means, for each Class of Rated Notes, a Global Note or a Definitive Note, and for the Class S Notes, a Definitive Note, and "**Noteholder**" or the "**Holder**" of a Note at any time means the person (or, in the case of a joint holding, the first named person) in whose name such Note is registered at that time in the Register and "**Class A Noteholder**", "**Class B Noteholder**" and "**Class S Noteholder**" means the Holder of a Class A Note, a Class B Note or a Class S Note, respectively.

Except as ordered by a court of competent jurisdiction or as required by law, the Issuer, the Trustee, the Registrar, the Principal Paying Agent and the other Paying Agents (notwithstanding any notice to the contrary and whether or not it is overdue and notwithstanding any notation of ownership or writing on a Note or notice of a previous loss or theft of a Note) may (i) for the purpose of making payment on or on account of any Note deem and treat the person (or, in the case of a joint holding, the first named person) in whose name any Global Note or Definitive Note is registered at that time in the Register (which will be conclusive evidence of such holding in the absence of manifest error, fraud or wilful default) as the absolute owner of such Note and all rights under such Note free from all encumbrances, and will not be required to obtain further proof of such ownership or as to the identity of the registered Holder of a Global Note or Definitive Note and (ii) for all other purposes deem and treat the person in whose name a Global Note or Definitive Note is registered at the relevant time in the Register as the absolute owner of and of all rights under such Note free from all encumbrances and will not be required to obtain further proof of such ownership or as to the identity of the registered holder of a Global Note or Definitive Note. Notwithstanding the above, so long as any of the Notes are represented by a Global Note, the terms "**Noteholders**" or "**Holders**" will include the persons then set out in the records of Euroclear and/or Clearstream, Luxembourg, as the holders of a particular principal amount of such Notes (each an "**Accountholder**") in units of £1,000 principal amount of Notes for all purposes other than regarding the payment of principal and interest on such Notes, the right to which will be vested as against the Issuer solely in the Holder of each Global Note under and subject to its terms.

A Note is not transferable except in compliance with the restrictions described in these Conditions and in the Trust Deed and the Agency Agreement. A sale or transfer in violation of the foregoing will be of no force and effect, will be void *ab initio*, and will not operate to transfer any rights to the transferee, notwithstanding any instructions to the contrary given by the Issuer, the Trustee or any intermediary. Each transferor of a Note agrees to provide notice of the transfer restrictions set out in these Conditions and in the Trust Deed to the transferee.

No transfer of Notes will be valid unless entered on the Register and no transfer Notes will be registered for a period of two Business Days immediately before each Payment Date or Payment Date of the relevant Notes.

Any Rated Notes which are represented by a Global Note will be transferable only in compliance with the rules and procedure for the time being of Clearstream, Luxembourg and Euroclear.

## 2. **Status and Security**

### (a) **Status**

The Notes are direct secured, limited recourse obligations of the Issuer, ranking, as between each Class, *pro rata* and *pari passu* without preference among themselves subject to as set out in these Conditions.

(b) **Security**

As security for the Secured Obligations, the Issuer has entered into the Deed of Charge as described above creating the Security as described above in favour of the Security Trustee for itself and on trust for the Secured Parties.

(c) **Application of proceeds**

The Issuer will use the net proceeds of the issue of the Notes to finance the purchase from Black Horse (the "**Seller**", which expression includes its permitted successors and assigns), of a portfolio of English law governed retail auto receivables (all such purchased receivables, the "**Purchased Receivables**") and all Ancillary Rights further to a sale notice (the "**Sale Notice**") delivered by the Seller under an agreement for the sale and purchase of retail auto receivables dated on or around the Closing Date between the Seller, the Issuer, the Security Trustee and the Trustee (the "**Receivables Sale Deed**"). The Seller will continue to administer and collect the Purchased Receivables as agent for the Issuer in its capacity as servicer ("**Servicer**", which expression includes its permitted successors and assigns) under a receivables servicing agreement dated on or about the Closing Date between the Servicer, the Issuer, the Trustee and the Security Trustee (the "**Servicing Agreement**").

(d) **Ledgers**

A Principal Deficiency Ledger, comprising three sub-ledgers, known as the Class A Principal Deficiency Ledger, the Class B Principal Deficiency Ledger and the Class S Principal Deficiency Ledger, will be established by the Cash Manager.

The Class A Principal Deficiency Ledger, the Class B Principal Deficiency Ledger and the Class S Principal Deficiency Ledger, will be established in order to record, on each Payment Date:

- (i) any Remaining Interest Collections Shortfall;
- (ii) the Outstanding Principal Balance of each Purchased Receivable that becomes a Defaulted Receivable during the immediately preceding Collection Period; and
- (iii) the Outstanding Principal Balance of each VT Receivable or PCP Handback Receivable in respect of which Vehicle Proceeds were received during the immediately preceding Collection Period,

(each, a "**Deficiency**").

Any Deficiency:

- first shall be entered as a debit on the Class S Principal Deficiency Ledger so long as the debit balance on such sub-ledger (the "**Class S Principal Deficiency**") is less than the Principal Amount Outstanding of the Class S Notes;
- thereafter shall be entered as a debit on the Class B Principal Deficiency Ledger so long as the debit balance on such sub-ledger (the "**Class B Principal Deficiency**") is less than the Principal Amount Outstanding of the Class B Notes; and
- thereafter shall be entered as a debit on the Class A Principal Deficiency Ledger so long as the debit balance on such sub-ledger (the "**Class A Principal Deficiency**") is less than the Principal Amount Outstanding of the Class A Notes.

On each Payment Date, subject to the Available Interest Collections being sufficient:

- the Class A Principal Deficiency will be reduced by any funds applied at item (x)(A) of the Interest Priority of Payments by way of an appropriate credit to be made to the Class A Principal Deficiency Ledger;

- the Class B Principal Deficiency will be reduced by any funds applied at item (x)(B) of the Interest Priority of Payments by way of an appropriate credit to be made to the Class B Principal Deficiency Ledger; and
- the Class S Principal Deficiency will be reduced by any funds applied at item (x)(C) of the Interest Priority of Payments by way of an appropriate credit to be made to the Class S Principal Deficiency Ledger.

(e) **Interest Priority of Payments**

Subject to clause 3.5 (*Liability of Cash Manager*) of the Cash Management Agreement, on each Payment Date before the service of an Enforcement Notice, the Available Interest Collections deposited in the Distribution Account (excluding Permitted Exceptions) will be applied by the Principal Paying Agent (acting on the instructions of the Cash Manager as set out in the relevant Monthly Report) in the following order of priority (the "**Interest Priority of Payments**"):

- (i) in or towards retention by the Issuer of the Retained Amount, from which the Issuer will (amongst other things) discharge its liability to corporation tax, the Tax Creditors for Taxes (which cannot be paid out of amounts previously retained as the Retained Amount) and any arrears remaining unpaid for any such liabilities or expenses, *pari passu* and *pro rata* amongst themselves;
- (ii) in or towards payment, *pro rata* and *pari passu*, of amounts due to:
  - (A) the Security Trustee, together with interest and any amount in respect of Tax (if any) on those amounts, and to make provision for any amounts due or to become due during the following Calculation Period to the Security Trustee under the Deed of Charge; and
  - (B) the Trustee, together with interest and any amount in respect of Tax (if any) on those amounts, and to make provision for any amounts due or to become due during the following Calculation Period to the Trustee under the Trust Deed,in each case, together with any arrears remaining unpaid for such amounts;
- (iii) in or towards payment, *pro rata* and *pari passu*, of amounts due to the Agents together with interest and any amount in respect of VAT (if any) on those amounts, and any costs, charges, liabilities and expenses then due or to become due during the following Calculation Period to the Agents under the Agency Agreement;
- (iv) in or towards payment, *pro rata* and *pari passu*, of amounts due to the Swap Counterparty together with interest and any amount in respect of VAT (if any) on those amounts, and any costs, charges, liabilities and expenses then due or to become due during the following Calculation Period to the Swap Counterparty under the Swap Agreement (in each case, other than Swap Counterparty Subordinated Amounts);
- (v) in or towards payment, *pro rata* and *pari passu*, of amounts due to any third party creditors of the Issuer up to a maximum amount equal to £20,000 (other than those referred to later in this priority of payments), which amounts have been incurred without breach by the Issuer of the Transaction Documents to which it is a party and for which payment has not been provided for elsewhere and to provide for any of those amounts expected to become due and payable during the following Interest Period by the Issuer and, to the extent the Retained Amounts are insufficient, to the extent of any insufficiency to pay or discharge any corporation tax liability of the Issuer;

- (vi) in or towards payment, *pro rata* and *pari passu*, of amounts due to:
  - (A) the Cash Manager, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to the Cash Manager in the immediately succeeding Interest Period, under the Cash Management Agreement;
  - (B) the Servicer, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to the Servicer, in the immediately succeeding Interest Period, under the Servicing Agreement;
  - (C) the Corporate Services Provider, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due, or to become due to the Corporate Services Provider in the immediately succeeding Interest Period, under the Corporate Services Agreement;
  - (D) the Account Bank, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to the Account Bank in the immediately succeeding Interest Period, under the Account Bank Agreement;
  - (E) the RV Top-Up Reserve Account Bank, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to the RV Top-Up Reserve Account Bank in the immediately succeeding Interest Period, under the RV Top-Up Reserve Account Bank Agreement;
  - (F) to the extent applicable, the Back-Up Facilitator, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to the Back-Up Facilitator in the immediately succeeding Interest Period, under the Back-Up Facilitator Agreement;
  - (G) any auditors of, and other professional advisers to, the Issuer; and
  - (H) any Insolvency Official of the Seller, the Incentive Fee (if any),
- (vii) in or towards payment, *pari passu* and *pro rata*, to the Class A Noteholders of interest due and payable on the Class A Notes;
- (viii) in or towards payment, *pari passu* and *pro rata*, to the Class B Noteholders of interest due and payable on the Class B Notes;
- (ix) in or towards payment to the Liquidity Reserve Account of the amount required to replenish the Liquidity Reserve Fund to the Liquidity Reserve Fund Required Amount;
- (x) in or towards credit to the Principal Deficiency Ledger in the following order to reduce:
  - (A) the Class A Principal Deficiency Ledger to zero (by crediting the Class A Principal Deficiency Ledger);
  - (B) the Class B Principal Deficiency Ledger to zero (by crediting the Class B Principal Deficiency Ledger); and
  - (C) the Class S Principal Deficiency Ledger to zero (by crediting the Class S Principal Deficiency Ledger);
- (xi) in or towards payment to the Subordinated Loan Provider of any RV Top-Up Reserve Loan Interest Shortfall due and payable on the RV Top-Up Reserve Loan;

- (xii) in or towards payment to the Subordinated Loan Provider of any principal amount due and payable on the RV Top-Up Reserve Loan up to an amount equal to the RV Top-Up Reserve Drawn Amount on such Payment Date;
- (xiii) in or towards payment, *pari passu* and *pro rata*, to the Class S Noteholder of interest due and payable on the Class S Notes;
- (xiv) in or towards payment of any Swap Counterparty Subordinated Amounts, if any, due and payable to the Swap Counterparty in respect of the Swap Agreement;
- (xv) in or towards payment, *pari passu* and *pro rata*, to any other party of any amounts due by the Issuer under the Transaction Documents to whom payment has not already been provided for elsewhere;
- (xvi) in or towards payment, *pari passu* and *pro rata*, to the Subordinated Loan Provider of any interest due and payable on the Liquidity Reserve Loan or the Issuer Expenses Loan;
- (xvii) in or towards payment to the Subordinated Loan Provider of any principal amount due and payable on the Issuer Expenses Loan; and
- (xviii) in payment to the Seller of all remaining Available Interest Collections as Deferred Purchase Price,

in each case only to the extent that all payments of a higher priority to be paid or provided for on such Payment Date have been made in full.

(f) **Principal Priority of Payments**

Subject to clause 3.5 (*Liability of Cash Manager*) of the Cash Management Agreement, on each Payment Date before the service of an Enforcement Notice, the Available Principal Collections (excluding Permitted Exceptions) will be applied by the Principal Paying Agent (acting on the instructions of the Cash Manager as set out in the relevant Monthly Report) towards the relevant payments in the following order of priority (the "**Principal Priority of Payments**"):

- (i) in or towards application of an amount equal to the Remaining Interest Collections Shortfall as Available Interest Collections;
- (ii) in or towards payment, *pari passu* and *pro rata*, to the Class A Noteholders of principal of the Class A Notes until paid in full;
- (iii) in or towards payment, *pari passu* and *pro rata*, to the Class B Noteholders of principal of the Class B Notes until paid in full;
- (iv) in or towards payment, *pari passu* and *pro rata*, to the Class S Noteholders of principal of the Class S Notes until paid in full; and
- (v) in application of any remaining amounts to Available Interest Collections,

but in each case only to the extent that all payments of a higher priority to be paid or provided for on such Payment Date have been made in full.

To the extent that the Issuer does not receive sufficient Available Interest Collections and/or Available Principal Collections from the Purchased Receivables and there is not a sufficient available balance standing to the credit of the Issuer Accounts to be applied to meet payments due under the Notes after meeting prior ranking claims in accordance with the Interest Priority of Payments and/or the Principal Priority of Payments (as applicable), the Issuer will be unable to the same extent to make payments under the Notes. Any shortfall will be borne first by the Class S Notes, secondly by the Class B Notes and thirdly by the Class A Notes, *pro rata* and *pari passu* as between the Notes of such Class.



If and during such time period that a Monthly Report is not provided to the Cash Manager, the Cash Manager will determine the amounts payable under the Interest Priority of Payments and the Principal Priority of Payments to the Noteholders and the other Secured Parties in compliance with the Cash Management Agreement.

(g) **Enforcement of the Security**

After the occurrence of an Event of Default and the service of an Enforcement Notice under Condition 10 (*Events of Default*) below, the Trustee may at its discretion direct the Security Trustee to take action to enforce the Security, and will direct the Security Trustee to take such action to enforce the Security as directed by the Controlling Class acting by way of a Written Resolution or an Extraordinary Resolution.

The Trustee may at its discretion and will do so if it has been directed to do so by the Controlling Class acting by way of a Written Resolution or an Extraordinary Resolution, (subject to the Trustee and the Security Trustee having been indemnified and/or secured and/or prefunded to its satisfaction) and without notice and in such manner as it deems appropriate:

- (i) take such proceedings and/or other steps as it may deem appropriate against or concerning the Issuer or any other person to enforce its obligations under the Transaction Documents or these Conditions and/or take other proceedings (including lodging an appeal in any proceedings) concerning the Issuer;
- (ii) exercise its rights under, or in connection with a Transaction Document; and/or
- (iii) give directions to the Security Trustee under or in connection with a Transaction Document.

To the extent that the Trustee acts in compliance with such directions of the Controlling Class, as described above, it will have no obligation to take the interests of any other party into account or to follow a direction given by any other party.

(h) **Application of proceeds following service of an Enforcement Notice**

Subject to clause 3.5 (*Liability of Cash Manager*) of the Cash Management Agreement, following the service of an Enforcement Notice, the Security Trustee will give notice to all Secured Parties (of which it has notice details in the Transaction Documents) and apply amounts available for distribution to the satisfaction of the amounts and in the order of priority set out below. Following the service of an Enforcement Notice, all Available Funds (excluding Permitted Exceptions) will be applied by the Security Trustee to the extent permitted by applicable law, in accordance with the following order of priority (the "**Accelerated Priority of Payments**"):

- (i) in or towards payment, *pro rata* and *pari passu*, of amounts due to:
  - (A) the Security Trustee and any Receiver (including any administrative receiver) appointed by the Security Trustee, together with interest and any amount in respect of Tax (if any) on those amounts and any amounts then due or to become due and payable to the Security Trustee and the receiver under the provisions of the Deed of Charge; and
  - (B) the Trustee, together with interest and any amount in respect of Tax (if any) on those amounts and any amounts then due or to become due and payable to the Trustee under the provisions of the Trust Deed,in each case, together with any arrears remaining unpaid for such amounts;
- (ii) in or towards retention by the Issuer of the Retained Amount, from which the Issuer will (amongst other things) discharge its liability to corporation tax, the Tax Creditors for Taxes and any arrears remaining unpaid for any such liabilities or expenses, *pari passu* and *pro rata* amongst themselves;

- (iii) in or towards payment, *pro rata* and *pari passu*, of amounts due to the Agents, together with interest and any amount in respect of VAT (if any) on those amounts and any costs, charges, liabilities and expenses then due or to become due and payable to them under the provisions of the Agency Agreement;
- (iv) in or towards payment, *pro rata* and *pari passu*, of amounts due to the Swap Counterparty, together with interest and any amount in respect of VAT (if any) on those amounts and any costs, charges, liabilities and expenses then due or to become due and payable to them under the provisions of the Swap Agreement (in each case, other than Swap Counterparty Subordinated Amounts);
- (v) in or towards payment, *pro rata* and *pari passu*, of amounts due to any third party creditors of the Issuer up to a maximum amount equal to £20,000 (other than those referred to later in this priority of payments), which amounts have been incurred without breach by the Issuer of the Transaction Documents to which it is a party and for which payment has not been provided for elsewhere and to provide for any of those amounts expected to become due and payable during the following Interest Period by the Issuer and, to the extent the Retained Amounts are insufficient, to the extent of any insufficiency to pay or discharge any corporation tax liability of the Issuer;
- (vi) in or towards payment, *pro rata* and *pari passu*, of amounts due to:
  - (A) the Cash Manager, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to the Cash Manager in the immediately succeeding Interest Period, under the Cash Management Agreement;
  - (B) the Servicer, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to the Servicer, in the immediately succeeding Interest Period, under the Servicing Agreement;
  - (C) the Corporate Services Provider, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due, or to become due to the Corporate Services Provider in the immediately succeeding Interest Period, under the Corporate Services Agreement;
  - (D) the Account Bank, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to the Account Bank in the immediately succeeding Interest Period, under the Account Bank Agreement;
  - (E) the RV Top-Up Reserve Account Bank, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to the RV Top-Up Reserve Account Bank in the immediately succeeding Interest Period, under the RV Top-Up Reserve Account Bank Agreement;
  - (F) to the extent applicable, the Back-Up Facilitator, together with any amount in respect of VAT (if any) on those amounts, and to provide for any amounts due or to become due to the Back-Up Facilitator in the immediately succeeding Interest Period, under the Back-Up Facilitator Agreement;
  - (G) any auditors of, and other professional advisers to, the Issuer; and
  - (H) any Insolvency Official of the Seller, the Incentive Fee (if any);
- (vii) in or towards payment, *pari passu* and *pro rata*, to the Class A Noteholders:
  - (A) *first*, of interest due and payable on the Class A Notes; and

- (B) *second*, of principal of the Class A Notes until paid in full;
  - (viii) in or towards payment, *pari passu* and *pro rata*, to the Class B Noteholders:
    - (A) *first*, of interest due and payable on the Class B Notes; and
    - (B) *second*, of principal of the Class B Notes until paid in full;
  - (ix) in or towards payment to the Subordinated Loan Provider of any RV Top-Up Reserve Loan Interest Shortfall due and payable on the RV Top-Up Reserve Loan;
  - (x) in or towards payment to the Subordinated Loan Provider of any principal amount due and payable on the RV Top-Up Reserve Loan up to an amount equal to the RV Top-Up Reserve Drawn Amount on such Payment Date;
  - (xi) in or towards payment, *pari passu* and *pro rata*, to the Class S Noteholders:
    - (A) *first*, of interest due and payable on the Class S Notes; and
    - (B) *second*, of principal of the Class S Notes until paid in full;
  - (xii) in or towards payment of any Swap Counterparty Subordinated Amounts, if any, due and payable to the Swap Counterparty in respect of the Swap Agreement;
  - (xiii) in or towards payment, *pari passu* and *pro rata*, of any other amounts due and payable by the Issuer under the Transaction Documents (to the extent not already covered above);
  - (xiv) in or towards payment, *pari passu* and *pro rata*, to the Subordinated Loan Provider of any interest due and payable on the Liquidity Reserve Loan or the Issuer Expenses Loan;
  - (xv) in or towards payment to the Subordinated Loan Provider of any principal amount due and payable on the Issuer Expenses Loan; and
  - (xvi) in payment to the Seller of any amounts remaining as Deferred Purchase Price,
- in each case only to the extent that all payments of a higher priority due to be paid or provided for on such Payment Date have been made in full.

If and during such time period that a Monthly Report is not provided to the Cash Manager, the Cash Manager will determine the amounts payable under the Accelerated Priority of Payments to the Noteholders and the other Secured Parties in compliance with the Cash Management Agreement.

(i) **Shortfall after application of proceeds**

If the net proceeds of the Security being enforced and liquidated under the Deed of Charge are not sufficient, after payment of all other claims ranking in priority to the Notes, to cover all payments due on the Notes, the obligations of the Issuer under the Notes will be limited to such net proceeds and such net proceeds will be applied in compliance with the applicable Priority of Payments, Deed of Charge and no other assets of the Issuer will be available for any further payments on the Notes. The right to receive any further payments of any such shortfall remaining after enforcement of the Security and application of the proceeds of the Security in accordance with the Accelerated Priority of Payments will be extinguished.

(j) **Relationship between the Class A Notes, the Class B Notes and the Class S Notes**

- (i) The Class A Notes will rank in priority to the Class B Notes and the Class S Notes.
- (ii) The Class B Notes will rank in priority to the Class S Notes.

- (iii) Payments of interest on the Class A Notes will rank *pro rata* and *pari passu* between themselves and in priority to payments of interest on the Class B Notes and the Class S Notes. Payments of interest on the Class B Notes will rank *pro rata* and *pari passu* between themselves and in priority to payments of interest on the Class S Notes. If the Issuer does not have sufficient Available Interest Collections on the relevant Payment Date to meet interest payments on the Class A Notes, the Class B Notes and the Class S Notes in full, any shortfall will first be borne by the Class S Notes and, to the extent that interest due on the Class S Notes on such Payment Date is less than such shortfall, it will secondly be borne by the Class B Notes and, to the extent that interest due on the Class B Notes and the Class S Notes on such Payment Date is less than such shortfall, it will thirdly be borne by the Class A Notes, *pro rata* and *pari passu* between the Notes of such Class.
- (iv) No amount of principal of the Class S Notes will become due and payable until redemption and payment in full of the Class B Notes, and no amount of principal of the Class B Notes will become due and payable until redemption and payment in full of the Class A Notes.
- (v) The Trust Deed and the Deed of Charge contain terms requiring the Trustee or the Security Trustee to take into account the interests of the Class A Noteholders, the Class B Noteholders and the Class S Noteholders equally as regards all powers, trusts, authorities, obligations and discretions of the Trustee or the Security Trustee (except where expressly provided otherwise), but requiring the Trustee or the Security Trustee, to take into account (A) only the interests of the Class A Noteholders if, in the opinion of the Trustee or the Security Trustee there is a conflict between the interests of the Class A Noteholders, the Class B Noteholders and the Class S Noteholders and (B) only the interests of the Class B Noteholders if, in the opinion of the Trustee or the Security Trustee there is a conflict between the interests of the Class B Noteholders and the Class S Noteholders. In addition, if there is a conflict between the interests of (1) the Noteholders and (2) the other Secured Parties, the Security Trustee will, to the extent permitted by applicable law, take into account only the interests of the Class A Noteholders, the Class B Noteholders and the Class S Noteholders.
- (vi) The Class B Noteholders may not request or direct the Trustee or the Issuer to take action or pass an effective Extraordinary Resolution if the effect of the same would, in the sole opinion of the Trustee, be materially prejudicial to the interests of the Class A Noteholders and the Trustee will not be responsible to the Class B Noteholders for disregarding such request, direction or resolution.
- (vii) The Class S Noteholders may not request or direct the Trustee or the Issuer to take action or pass an effective Extraordinary Resolution if the effect of the same would, in the sole opinion of the Trustee, be materially prejudicial to the interests of the Class A Noteholders or the Class B Noteholders and the Trustee will not be responsible to the Class S Noteholders for disregarding such request, direction or resolution.

(k) **Assumption of no material prejudice**

The Trustee and the Security Trustee have the right to assume, for the purposes of exercising a right, power, duty or discretion under or related to these Conditions, the Trust Deed, the Deed of Charge or the other Transaction Documents or for the purposes of paragraphs (iv) or (v) of Condition 2(j) (*Relationship between the Class A Notes, the Class B Notes and the Class S Notes*), that to do so will not be materially prejudicial to the interests of the Noteholders or the relevant Class (i) if it has obtained the consent of the Noteholders or the relevant Class or (ii) if the Trustee is satisfied that the current ratings of the Rated Notes will not be affected or (iii) regarding a non-economic or non-financial matter, if the Trustee obtains an Opinion of Counsel to such effect.

3. **Covenants**

So long as any of the Notes remains outstanding, the Issuer will not without the consent of the Trustee, unless otherwise provided by these Conditions or the Transaction Documents:

- (a) carry on business other than performing its functions and obligations and discharging its obligations and liabilities set out in the Transaction Documents and in connection with that business will not engage in an activity or do anything except:
  - (i) finance, acquire, hold and dispose of the Purchased Receivables;
  - (ii) issue, enter into, amend, exchange, repurchase or cancel the Notes;
  - (iii) enter into, amend, consent to a variation of, or release a party from an obligation under, the Notes, the Transaction Documents and agreements relating or incidental to the issue and constitution of, and the granting of security for, the Notes;
  - (iv) own and exercise its rights regarding the Security and its interests in the Security and perform its obligations regarding the Security and the Transaction Documents;
  - (v) preserve and/or exercise and/or enforce its rights and perform and observe its obligations under the Notes, the Transaction Documents and agreements relating or incidental to the issue and constitution of, and the granting of security for, the Notes;
  - (vi) use its property or assets in the manner set out in or contemplated by the Transaction Documents; and
  - (vii) perform other acts incidental to or necessary in connection with items (i) to (vi) above;
- (b) have employees or own premises;
- (c) incur indebtedness for borrowed money or give a guarantee or indemnity for indebtedness except under the Notes or under the Transaction Documents;
- (d) create a mortgage, charge, pledge, lien or other security interest over, or use, invest, sell or otherwise dispose of, its assets other than as expressly contemplated by the Transaction Documents;
- (e) commingle its property or assets with the property or assets of another person;
- (f) have a subsidiary or subsidiary undertaking (each as defined in the Companies Act 2006);
- (g) have an "establishment" (as that expression is used in the EU Insolvency Regulation) in a jurisdiction other than England and Wales;
- (h) pay a dividend or make a distribution to its shareholders in an accounting period which is greater than the amount left to the Issuer after UK corporation tax is charged on the Retained Amount;
- (i) issue shares in the Issuer (other than such shares as are in issue as at the Closing Date);
- (j) permit the validity or effectiveness of or the priority of the Security Interest created by the Trust Deed or the Deed of Charge to be amended, terminated, postponed or discharged, or permit a person whose obligations form part of the Security Interest to be released from such obligations;
- (k) open a further account for the purposes of depositing any monies it receives in connection with the Transaction Documents, unless such account is secured in favour of the Security Trustee for the benefit of the Secured Parties;

- (l) consolidate or merge with another person or convey or transfer its properties or assets substantially as an entirety to another person;
- (m) acquire obligations or securities of its officers or shareholders;
- (n) amend the articles of association (or other constitutional document) of the Issuer; and
- (o) enter into any derivatives or hedging contracts having the same economic effect.

In giving its consent to the foregoing, the Trustee may require the Issuer to amend the Transaction Documents and/or may impose such other conditions as it deems to be in the interests of the Noteholders under Condition 12 (*Meetings of Noteholders, amendments, waiver, substitution and exchange*) below.

#### 4. **Interest**

##### (a) **Rate of Interest and accrual**

Each Rated Note bears interest on the Principal Amount Outstanding of such Note at the beginning of the relevant Interest Period at the rate *per annum* (expressed as a percentage) equal to Compounded Daily SONIA plus the Margin, payable in arrear on each Payment Date from (and including) the Closing Date, subject to Condition 6 (*Subordination*).

Each Class S Note bears interest on the Principal Amount Outstanding of such Note at the beginning of the relevant Interest Period at the rate *per annum* (expressed as a percentage) equal to the Class S Interest Rate, payable in arrear on each Payment Date from (and including) the Closing Date, subject to Condition 6 (*Subordination*).

Interest due on a Payment Date will accrue on the Principal Amount Outstanding of each Note at the beginning of the relevant Interest Period.

Interest will cease to accrue on each Note (or, in the case of the redemption of part only of a Note, that part only of such Note) on the due date for redemption unless an amount due remains outstanding, in which case interest will continue to accrue on the unpaid amount of principal (as well after as before judgment) until the Relevant Date at the applicable Rate of Interest.

##### (b) **Margin**

The Margin for each Interest Period will be, for:

- (i) each Class A Note, 0.63 per cent. *per annum* (the "**Class A Margin**"); and
- (ii) each Class B Note, 2.25 per cent. *per annum* (the "**Class B Margin**").

##### (c) **Class S Interest Rate**

The Rate of Interest for each Interest Period for each Class S Note will be 4.00 per cent. *per annum* (the "**Class S Interest Rate**").

##### (d) **SONIA**

"**Compounded Daily SONIA**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Principal Paying Agent on the Calculation Date, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{SONIA}_{i-5\text{LBD}} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

"**d**" is the number of calendar days in the relevant Interest Period;

"**d<sub>0</sub>**" is the number of London Banking Days in the relevant Interest Period;

"**i**" is a series of whole numbers from one to **d<sub>0</sub>**, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in the relevant Interest Period;

"**London Banking Day**" means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

"**n<sub>i</sub>**", for any day "**i**", means the number of calendar days from and including such day "**i**" up to but excluding the following London Banking Day;

"**Observation Period**" means the period from and including the date falling five London Banking Days prior to the first day of the relevant Interest Period (and the first Interest Period shall begin on and include the Closing Date) and ending on, but excluding, the date falling five London Banking Days prior to the Payment Date for such Interest Period (or the date falling five London Banking Days prior to such earlier date, if any, on which the Notes become due and payable);

"**Relevant Screen Page**" means Reuters Screen SONIA Page or such other page as may replace Reuters Screen SONIA on that service for the purpose of displaying such information or if that service ceases to display such information, such page as displays such information on such service as may replace such screen;

the "**SONIA reference rate**", in respect of any London Banking Day, is a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors (on the London Banking Day immediately following such London Banking Day); and

"**SONIA<sub>i-5LBD</sub>**" means, in respect of any London Banking Day falling in the relevant Observation Period, the SONIA reference rate for the London Banking Day falling five London Banking Days prior to the relevant London Banking Day "**i**".

If, in respect of any London Banking Day in the relevant Observation Period, the Principal Paying Agent determines that the SONIA reference rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such SONIA reference rate shall be: (i) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on the relevant London Banking Day; plus (ii) the mean of the spread of the SONIA reference rate to the Bank Rate over the previous five days on which a SONIA reference rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate.

Notwithstanding the paragraph above, in the event the Bank of England publishes guidance as to (i) how the SONIA reference rate is to be determined or (ii) any rate that is to replace the SONIA reference rate, the Principal Paying Agent shall, to the extent that it is reasonably practicable, follow such guidance in order to determine SONIA<sub>i</sub> for the purpose of the Notes for so long as the SONIA reference rate is not available or has not been published by the authorised distributors.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Principal Paying Agent, the Rate of Interest shall be (i) that determined as at the last preceding Calculation Date (subject to the Minimum Rate of Interest) or (ii) if there is no such preceding Calculation Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue

for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Closing Date (but applying the Margin and Minimum Rate of Interest applicable to the first Interest Period).

If the Notes become due and payable in accordance with Condition 5 (*Redemption*), the final Calculation Date shall be deemed to be the date on which such Notes became due and payable and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.

The Minimum Rate of Interest shall be deemed to be zero.

(e) **Minimum Rate of Interest**

In the event that the Rate of Interest for a Note in respect of an Interest Period determined in accordance with the provisions of paragraphs (a) to (d) above is less than the Minimum Rate of Interest, the Rate of Interest for such Note for such Interest Period shall be the Minimum Rate of Interest.

(f) **Determination of Rate of Interest and calculation of Interest Amounts**

The Principal Paying Agent will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Principal Paying Agent will calculate the amount of interest payable on the Notes in respect of each denomination (each, an "**Interest Amount**") for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to the Principal Amount Outstanding of each Note, multiplying such sum by the Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of Sterling, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest in accordance with this Condition 4:

- (i) in relation to the Rated Notes, the actual number of days in the Interest Period divided by 365; and
- (ii) in relation to the Class S Notes, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y<sub>1</sub>**" is the year, expressed as a number, in which the first day of the Interest Period falls;

"**Y<sub>2</sub>**" is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"**M<sub>1</sub>**" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"**M<sub>2</sub>**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"**D<sub>1</sub>**" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and



"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30.

(g) **Notification of Rate of Interest and Interest Amounts**

The Principal Paying Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Payment Date to be notified to the Trustee, the Security Trustee, the Cash Manager, the Paying Agents, the Registrar and to any stock exchange or other relevant competent authority or quotation system on which the Notes are for the time being listed, quoted and/or traded or by which they have been admitted to listing and to be published in accordance with Condition 15 (*Notices*) as soon as possible after their determination but in no event later than the fourth Business Day thereafter. Each Interest Amount and Payment Date so notified 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. Any such amendment or alternative arrangements will be promptly notified to the Trustee and the London Stock Exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to listing and to Noteholders in accordance with Condition 15 (*Notices*).

(h) **Certificates to be final**

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4, whether by the Principal Paying Agent or the calculation agent shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Cash Manager, the other Paying Agents, the Trustee and all Noteholders and (in the absence of wilful default or bad faith) no liability to the Issuer or the Noteholders shall attach to the Principal Paying Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(i) **Accrual of interest**

Interest (if any) will cease to accrue on each Note (or in the case of the redemption of part only of a Note, that part only of such Note) on the due date for redemption thereof unless, upon due presentation thereof, payment of principal is improperly withheld or refused in which event, interest will continue to accrue as provided in the Trust Deed.

5. **Redemption**

(a) **Final redemption**

Unless previously redeemed in full and cancelled as set out in this Condition 5, each Note will be redeemed by the Issuer at its Principal Amount Outstanding together with accrued interest on the Final Legal Maturity Date. Each Rating Agency will be informed of a redemption of the Notes under this Condition 5.

The Issuer may not redeem the Notes in whole or in part before the Final Legal Maturity Date except as set out in Condition 5(b) (*Redemption for taxation and other reasons*), Condition 5(c) (*Mandatory early redemption in part*) and Condition 5(d) (*Clean-Up Call*) but without prejudice to Condition 10 (*Events of Default*).

(b) **Redemption for taxation and other reasons**

If, following a change of applicable law, regulation or interpretation of such law or regulation after the Closing Date, the Issuer is, on the occasion of the next payment due on the Notes, required to deduct, withhold or account for tax on a payment by it on the Notes or would suffer a tax or other similar imposition so that:

- (i) the Issuer is unable to make payment of the full amount due on the Notes or the cost to the Issuer of making payments on the Notes or of complying with its obligations under or in connection with the Notes would be materially increased;
- (ii) the operating or administrative expenses of the Issuer would be materially increased; or
- (iii) the Issuer would be obliged to make a material payment on, related to, or calculated by reference to, its income or any sum received or receivable by or on behalf of the Issuer from the Charged Property or any of it,

then the Issuer will promptly so inform the Trustee and will use its best efforts (which will not require it to incur any loss, excluding immaterial, incidental expenses) to determine within 20 days of such circumstance occurring whether it would be practicable to arrange the substitution of a company incorporated in another jurisdiction approved by the Trustee as the principal debtor or to change its tax residence to another jurisdiction approved by the Trustee (**provided that** the Issuer will only use such best efforts to so determine if such a substitution or change could reasonably be expected to avoid such withholding or deduction or tax or other similar imposition). If the Issuer determines that such measures would be practicable, it will have a further period of 60 days to effect such substitution or change of tax residence. If, however, it determines within 20 days of such circumstance occurring that none of such measures would be practicable or if, having determined that such measures would be practicable, it is unable so to avoid such withholding or deduction or tax or imposition within such further period of 60 days, then the Issuer may, at its election, but will not be obliged to, give not more than 60 nor less than 30 days' irrevocable notice to the Trustee, the Principal Paying Agent, the Registrar and the Noteholders, in compliance with Condition 15 (*Notices*), of its intention to redeem and on expiry of such irrevocable notice will redeem all but not some only of the Notes at their principal amounts outstanding together with accrued interest, to the date (which must be a Payment Date) fixed for redemption, **provided that** before the publication of such irrevocable notice of redemption, the Issuer will deliver to the Trustee a certificate signed by two directors of the Issuer stating that the Issuer has the right to effect such redemption and setting out a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred. The Trustee will have the right to accept such certificate as sufficient evidence of the satisfaction of the circumstances set out above and shall not be liable for relying on such certificate, and such certificate will be conclusive and binding on the Noteholders.

(c) **Mandatory early redemption in part**

Each Class A Note and, **provided that** the Class A Notes have been redeemed in full, each Class B Note and, **provided that** the Class B Notes have been redeemed in full, each Class S Note will be subject to mandatory early redemption in part on each Payment Date in an amount equal to the Available Principal Collections available on such Payment Date for such purpose in accordance with the Principal Priority of Payments. Such early redemption in part will be on a *pro rata* and *pari passu* basis within each such Class.

(d) **Clean-Up Call**

The Issuer may, at its option, redeem all of the Notes at their aggregate Principal Amount Outstanding, together with any interest accrued up to but excluding the relevant Payment Date, on the Payment Date on which the Seller exercises its option to purchase all of the Purchased Receivables under clause 7.5 (*Clean-up call*) of the Receivables Sale Deed, on giving an irrevocable notice no later than ten Business Days beforehand to the relevant Noteholders and the Trustee in compliance with Condition 15 (*Notices*).

(e) **Cancellation**

Notes redeemed in full or in part by the Issuer will promptly be cancelled in full or in part in which case they will not be resold or re-issued and the obligations of the Issuer under such Notes will be discharged.

If the Issuer redeems some of the Rated Notes and such Notes are represented by Global Notes, such partial redemption will be effected in compliance with the rules and procedures of Clearstream, Luxembourg and/or Euroclear (to be reflected in the records of Clearstream, Luxembourg and Euroclear, as either a pool factor or a reduction in nominal amount, at their discretion).

(f) **Note principal payments and Principal Amount Outstanding**

On (or as soon as practicable after) each Calculation Date, the Cash Manager, acting on behalf of the Issuer, will determine (based on information provided to the Cash Manager by the Issuer or the Servicer through the monthly report) (i) the amount of any Mandatory Early Part Redemption Amount due on each Note of each Class on the Payment Date next following such Calculation Date and (ii) the Principal Amount Outstanding of each Note of each Class on the Payment Date next following such Calculation Date and will cause notice of each determination of the Mandatory Early Part Redemption Amount and the Principal Amount Outstanding of a Note of each Class to be given to the Trustee, the Paying Agents, the Registrar, the Issuer, the Noteholders (in compliance with Condition 15 (*Notices*)) and the Cash Manager one Business Day before the relevant Payment Date. Each determination by or on behalf of the Issuer of any Mandatory Early Part Redemption Amount and the Principal Amount Outstanding of a Note will (in the absence of fraud, wilful default or manifest or proven error) be final and binding on all persons.

If the Cash Manager, acting on behalf of the Issuer, does not at any time for any reason determine the Mandatory Early Part Redemption Amount or the Principal Amount Outstanding of a Note in compliance with the prior terms of this Condition 5(f), such Mandatory Early Part Redemption Amount and/or Principal Amount Outstanding may be determined by the Trustee (to the extent it is able to do so, either itself or acting through an agent and without any obligation to incur fees, costs and expenses for which it has not been pre-funded or provided with adequate indemnity) in compliance with this Condition 5(f) and each such determination will be conclusive (in the absence of wilful default or manifest error) and will be deemed to have been made by the Cash Manager. Such determination will be final and binding on the Issuer, the Cash Manager, the Noteholders and all other relevant persons.

6. **Subordination**

- (a) The Class B Noteholders will not have a right to payment of principal on the Class B Notes while the Class A Notes remain outstanding. The Class S Noteholders will not have a right to payment of principal on the Class S Notes while a Class B Note remains outstanding.
- (b) If on any Payment Date or any other date when a payment of principal is due on the Class S Notes falling on or after the redemption of the Class B Notes, the aggregate funds (computed in compliance with the Cash Management Agreement) available to the Issuer on such date for application in or towards the payment of principal which is, subject to this Condition, due on the Class S Notes on such date are not sufficient to pay in full all principal due (otherwise than under this Condition 6(b)) on the Class S Notes on such date, there will be payable on such date by way of principal on the Class S Notes only a *pro rata* share of such aggregate funds on such date.

7. **Payments**

(a) **Method of payment**

Except as provided below, payments on the Notes will be made by transfer to a Sterling account maintained by the payee with a bank as specified by the payee and as notified by the Principal Paying Agent to the Paying Agents, provided such notification is at least two Business Days before each Payment Date or, at the option of a Noteholder and related only to its Notes, by a cheque in Sterling drawn on a Sterling account and sent to the address shown as the address of the payee in the Register as of the close of business on the 15th day before the due date for the relevant payment.

(b) **Payments subject to applicable laws, etc**

All payments are subject in all cases to:

- (i) applicable fiscal or other laws, regulations and directives; and
- (ii) FATCA,

but without prejudice to Condition 8 (*Taxation*). No commission or expenses will be charged to the Noteholders for such payments.

(c) **Payments on Global Notes**

Payments of principal and interest on any Rated Notes represented by a Global Note will (subject as provided below) be made in the manner specified above for Definitive Notes and otherwise in the manner specified in the relevant Global Note through Clearstream, Luxembourg and/or Euroclear. A record of each payment made for a Global Note, distinguishing between a payment of principal and a payment of interest, will be entered into the records of Clearstream, Luxembourg and/or Euroclear and such record will be *prima facie* evidence that the payment in question has been made.

(d) **General terms applicable to payments**

The Holder of a Global Note will be the only person with the right to receive payments on the Rated Notes represented by such Global Note and the Issuer will be discharged by payment to, or to the order of, the Holder of such Global Note for each amount so paid. Each of the persons shown in the records of Clearstream, Luxembourg or Euroclear as the beneficial Holder of a particular nominal amount of Rated Notes represented by such Global Note must look solely to Clearstream, Luxembourg or Euroclear for this share of each payment so made by the Issuer, or to the order of, the Holder of such Global Note.

(e) **Appointment of Agents**

The Principal Paying Agent and the Registrar initially appointed by the Issuer and their respective specified offices are listed at the end of these Conditions. The Principal Paying Agent and the Registrar act solely as agents of the Issuer (unless an Event of Default has occurred or may with the lapse of time or the giving of notice occur, when such Agents may be required to act as agents of the Trustee) and do not assume an obligation or relationship of agency or trust for or with the Noteholders. The Issuer reserves the right at any time with the prior written approval of the Trustee (such approval not to be unreasonably withheld) to vary or terminate the appointment of the Principal Paying Agent and the Registrar and to appoint additional or other Paying Agents or Registrars, **provided that** the Issuer will at all times maintain (i) a Registrar and (ii) a Paying Agent.

Notice of such change or a change of specified office will promptly be given to the Noteholders in compliance with Condition 15 (*Notices*).

(f) **Non-business days**

If a date for payment on a Note is not a Business Day, the Holder will not have a right to payment until the next following Business Day nor to interest or other sums related to such postponed payment.

(g) **Limited recourse**

- (i) No amounts will be payable by the Issuer except in accordance with the Priority of Payments (excluding Permitted Exceptions) and any payment obligations of the Issuer under these Conditions may only be satisfied from the amounts received by it under or in connection with the Transaction Documents.
- (ii) If the Security constituted by the Deed of Charge is enforced, and after payment of all other claims (if any) ranking in priority to or *pari passu* with each of the

claims of the Secured Parties under the Deed of Charge, the remaining proceeds of such enforcement are insufficient to pay in full all amounts due to each of the Secured Parties and all other claims ranking *pari passu* to the claims of each such party, then the claims of each such party against the Issuer will be limited to their respective shares of such remaining proceeds (as determined in compliance with the Deed of Charge) and, after payment to each such party of its respective share of such remaining proceeds, the obligations of the Issuer to each such party will be extinguished in full.

- (iii) The provisions of this Condition 7(g) will survive the termination of these Conditions. In the case of discrepancy between this Condition 7(g) and any other provision, the provisions of this Condition 7(g) will prevail.

8. **Taxation**

All payments of principal and interest on the Notes will be made without withholding or deduction for, or on account of, present or future taxes, duties, assessments or governmental charges of any nature by the Issuer or any Paying Agent unless required by law (or under FATCA), in which case the Issuer or that Paying Agent will make that payment net of such withheld or deducted amounts and will account to the relevant authorities for the amount required to be withheld or deducted. Neither the Issuer nor any Paying Agent will be obliged to make any additional payments to Noteholders for such withholding or deduction.

Notwithstanding the foregoing, if a tax referred to in Condition 5(b) (*Redemption for taxation and other reasons*) arises and, subject as set out in such Condition, as a result of such tax the Issuer either (i) does not or would not have sufficient amounts to make payments due on the Notes in full or (ii) would be required to deduct amounts from its payments on the Notes, then the amounts payable or to be paid on the Notes will be proportionately reduced by an amount equal to such insufficiency or deduction. No such reduction will be an Event of Default under Condition 10 (*Events of Default*).

9. **Prescription**

The Notes will become void unless claims for payment of principal or interest are made within ten years of the Relevant Date for such Notes. After the date when a Note becomes void, no claim may be made regarding such Note.

10. **Events of Default**

If the following events (each an "**Event of Default**") occur, the Trustee at its absolute discretion may, and, if so directed by the Controlling Class acting by way of a Written Resolution or an Extraordinary Resolution (and subject to the Trustee having been indemnified and/or secured and/or prefunded to its satisfaction), will deliver an Enforcement Notice to the Issuer, the Security Trustee, the Account Bank, the RV Top-Up Reserve Account Bank, the Cash Manager and the Principal Paying Agent, with a copy to each Rating Agency, declaring the Notes due and payable and each Note will accordingly become immediately due and payable, without further action or formality, at its Principal Amount Outstanding together with accrued interest and the Security will become enforceable:

(a) **Non-payment**

subject to Condition 8 (*Taxation*), (i) default in the payment of any Interest Amount due on a Note of the Controlling Class when the same becomes due and payable on each Payment Date and such default continues for a period of five Business Days or more or (ii) default in the payment of principal due on the Notes or any of them when the same becomes due and payable on its final maturity;

(b) **Breach of other obligations**

the Issuer fails to perform or comply with one or more of its other obligations (other than a failure to perform or comply with obligations which failure, in the opinion of the Trustee, is not materially prejudicial to the interests of the Controlling Class) under the Transaction

Documents and such failure to perform or comply has a Material Adverse Effect and (except where such failure is not capable of remedy when no such notice as is referred to below will be required) such failure will continue for more than 60 days (or such longer period as the Trustee may permit) next following the service by the Trustee on the Issuer of a notice requiring the same to be remedied;

(c) **Security**

the Security (or part of the Security) becomes void, unenforceable or ineffective (other than where such termination of the Security or such Security becoming void, unenforceable or ineffective is, in the opinion of the Trustee, not materially prejudicial to the interests of the Controlling Class); or

(d) **Insolvency Event**

an Insolvency Event occurs regarding the Issuer.

Following an Enforcement Notice being given by the Trustee under this Condition 10, notice to that effect will be given by the Trustee to all Noteholders in compliance with Condition 15 (*Notices*).

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

Only the Trustee and the Security Trustee may pursue the remedies available under the Trust Deed or the Deed of Charge, as applicable, to enforce the rights of the Secured Parties. No other Secured Party has the right to proceed against the Issuer. Neither the Security Trustee, nor any Secured Party may take any action, or has any rights, against the Issuer to recover any amount still unpaid once the Security is enforced and the net proceeds of such Security distributed in compliance with Condition 2 (*Status and Security*), and any such liability will be extinguished. None of the Trustee, the Security Trustee nor any Secured Party will have the right, until the expiry of two years and one day after the payment of all amounts outstanding under the Notes, to petition or take any other step for the winding-up of the Issuer **provided that** the Security Trustee may prove or lodge a claim in the liquidation of the Issuer initiated by another party and **provided further that** the Security Trustee, may take proceedings to obtain a declaration or similar judgment or order as to the obligations and liabilities of the Issuer.

The Trustee, and as the case may be under this Condition 11 (*Enforcement and non-petition*), the Security Trustee will, except as otherwise directed by the Controlling Class acting by way of a Written Resolution or an Extraordinary Resolution at the relevant date, or in relation to the Security Trustee only in relation to amendments and waivers, except as otherwise directed by the Trustee, have absolute and uncontrolled discretion as to the exercise and non-exercise of all trusts, rights, powers, authorities or discretions conferred on them by or under the Trust Deed, the Deed of Charge or any Transaction Document to which they are a party or conferred on them by operation of law.

The provisions of this Condition 11 will survive the termination of these Conditions. In the case of discrepancy between this Condition 11 and any other provision, the provisions of this Condition 11 will control.

12. ***Meetings of Noteholders, amendments, waiver, substitution and exchange***

(a) **Meetings of Noteholders**

(i) The Trust Deed contains terms for convening separate meetings of each of the Class A Noteholders, the Class B Noteholders and the Class S Noteholders to consider matters affecting their interests, including the sanctioning by a resolution passed at a meeting convened and held in compliance with the Trust Deed by at least 75 per cent. of votes cast of a modification of the Trust Deed, the Deed of Charge or these Conditions.

(ii) A meeting of Noteholders may be convened by the Issuer or by the Trustee and shall be convened by the Trustee, subject to its being indemnified and/or

prefunded and/or secured to its satisfaction upon the request in writing of Noteholders holding not less than one-tenth of the aggregate Principal Amount Outstanding of Notes.

- (iii) Subject as provided below, the quorum for meetings of holders of the Notes for passing an Ordinary Resolution will be one or more persons holding or representing 50 per cent. of the principal amount of the relevant Class for the time being outstanding or, at an adjourned meeting, one or more persons holding or representing Noteholders of the relevant Class, whatever the principal amount of the Notes of the relevant Class so held or represented.
- (iv) The quorum for meetings of holders of the Notes for passing an Extraordinary Resolution will be one or more persons holding or representing 75 per cent. of the principal amount of the relevant Class for the time being outstanding or, at an adjourned meeting, one or more persons holding or representing Noteholders of the relevant Class, whatever the principal amount of the Notes of the relevant Class so held or represented.
- (v) An Extraordinary Resolution passed at a meeting of Class of Noteholders will be binding on all Noteholders of that Class whether or not they were present at such meeting. An Extraordinary Resolution which in the sole opinion of the Trustee affects more than one Class of Noteholders and gives or may give rise to a conflict of interest between the Holders of such Classes of Notes will be deemed to have been passed only if it will be passed by at least 75 per cent. of the Holders of a meeting of the most senior Class outstanding so affected notwithstanding a resolution of the Holders of another Class so affected, **provided that** no resolution of Holders of the most senior Class outstanding which would have the effect of changing a due date for payment of principal and/or interest on such senior Notes, increasing the amount required to redeem each such senior Note, or the amount of interest payable on such senior Notes or changing the method of calculation therefore, releasing or substituting the Security or part of the Security or altering this proviso will be effective unless sanctioned by an Extraordinary Resolution of Holders of the Class S Notes.
- (vi) The quorum at any meeting of Noteholders for passing an Extraordinary Resolution to:
  - (A) sanction a modification of the date of maturity of Notes;
  - (B) sanction a modification of the date of payment of principal or interest in respect of the Notes, or where applicable, of the method of calculating the date of payment of principal or interest in respect of the Notes;
  - (C) sanction a modification of the amount of principal or the rate of interest payable in respect of the Notes, or where applicable, of the method of calculating the amount payable of any principal or interest in respect of the Notes (including, in relation to any Class of Notes if any such modification is proposed for any Class of Notes ranking senior to such Class in the Priority of Payments);
  - (D) alter the currency in which payments under the Notes are to be made;
  - (E) alter the quorum or majority required in relation to this exception;
  - (F) sanction any scheme or proposal for the sale, conversion or cancellation of the Notes;
  - (G) alter any of the provisions contained in this exception; or
  - (H) make any change to the definition of Basic Terms Modification,

(each, a "**Basic Terms Modification**") will be one or more persons holding or representing 75 per cent. of the principal amount of the relevant Class for the time being outstanding or, or at an adjourned such meeting at least one-third, in principal amount of the relevant Class for the time being outstanding.

(b) **Amendments and waiver**

- (i) Subject to those matters constituting a Basic Terms Modification, the Trustee may without consulting or obtaining the consent of the Noteholders at any time and from time to time concur with the Issuer in making any modification:
  - (A) to these Conditions or any Transaction Document (excluding in relation to a Basic Terms Modification) which in the opinion of the Trustee will not be materially prejudicial to the interests of the Noteholders (subject to Condition 2(j)(iv) (*Relationship between the Class A Notes, the Class B Notes and the Class S Notes*)); or
  - (B) to these Conditions or any Transaction Document (including in relation to a Basic Terms Modification) if in the opinion of the Trustee such modification is of a formal, minor or technical nature, to correct a manifest error or to comply with law.
- (ii) Notwithstanding the provisions of Condition 12(b)(i), the Trustee shall be obliged, and shall direct the Security Trustee, without any consent or sanction of the Noteholders or the other Secured Parties, but subject to the receipt of written consent from each of the Secured Parties 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 or any other Transaction Document that the Issuer considers necessary:
  - (A) for the purpose of complying with, or implementing or reflecting, any change in the criteria of one or more of the Rating Agencies which may be applicable from time to time, **provided that**:
    - (1) the Issuer certifies in writing to the Trustee and the Security Trustee that such modification is necessary to comply with such criteria or, as the case may be, is solely to implement and reflect such criteria; and
    - (2) in the case of any modification to a Transaction Document or these Conditions proposed by 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, advancing funds):
      - (aa) the Account Bank certifies in writing to the Issuer, the Trustee and the Security Trustee that such modification is necessary for the purposes described in paragraph (2)(x) and/or (y) above;
      - (bb) either:
        - (i) the Account Bank obtains from each of the Rating Agencies a Rating Agency Confirmation and, if relevant, delivers a copy of each such confirmation to the Issuer, the Trustee and the Security Trustee; or
        - (ii) the Issuer certifies in writing to the Trustee and the Security Trustee that the Rating Agencies



have been informed of the proposed modification and none of the Rating Agencies has indicated that such modification would result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Notes by such Rating Agency or (y) such Rating Agency placing any Notes on rating watch negative (or equivalent);

- (cc) the Account Bank pays all costs and expenses (including legal fees) incurred by the Issuer, the Trustee and the Security Trustee in connection with such modification; and
- (B) for the purpose of complying with any changes in the EU Retention Requirements after the Closing Date, including as a result of the adoption of regulatory technical standards in relation to the EU Retention Requirements or any other risk retention legislation or regulations or official guidance in relation thereto, **provided that** the Issuer certifies to the Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;
- (C) for the purpose of enabling the Notes to be (or to remain) listed on the London Stock Exchange, **provided that** the Issuer certifies to the Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;
- (D) for the purposes of enabling the Issuer or any of the other Transaction Parties to comply with FATCA (or any voluntary agreement entered into with a taxing authority in relation thereto), **provided that** the Issuer or the relevant Transaction Party, as applicable, certifies to the Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;
- (E) for so long as the Rated Notes are intended to be held in a manner which will allow for Eurosystem eligibility, maintaining such eligibility, **provided that** the Issuer certifies to the Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;
- (F) for the purpose of 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, **provided that** the Issuer certifies to the Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect,

(the certificate to be provided pursuant to Conditions 12(b)(ii)(A) to (F) (inclusive) above being "**Modification Certificate**"), **provided that:**

- (1) at least 30 calendar days' prior written notice of any such proposed modification has been given to the Trustee and the Security Trustee;

- (2) the Modification Certificate in relation to such modification shall be provided to the Trustee and the Security Trustee both at the time the Trustee and the Security Trustee are notified of the proposed modification and on the date that such modification takes effect; and
- (3) the consent of each Secured Party which is party to the relevant Transaction Document has been obtained;

and **provided further that**, other than in the case of a modification pursuant to Condition 12(b)(ii)(B) and (D):

- (4) other than in the case of modification pursuant to Condition 12(b)(ii)(A)(2) above, either:
  - (aa) the Issuer (or the Servicer on its behalf) obtains from each of the Rating Agencies a Rating Agency Confirmation and, if relevant, it has provided a copy of any Rating Agency Confirmation to the Trustee and the Security Trustee with the Modification Certificate; or
  - (bb) the Issuer certifies in the Modification Certificate 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);
- (5) the Issuer has (i) provided at least 30 calendar days' notice to the Noteholders of each Class of the proposed modification in accordance with Condition 15 (Notices) and by publication on Bloomberg on the "Company Filings" screen relating to the Notes, and (ii) certified to the Trustee and the Security Trustee that Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Controlling Class have not contacted the Issuer in writing (or otherwise in accordance with the then current practice of any applicable Clearing System through which such Notes may be held) within such notification period notifying the Issuer that such Noteholders do not consent to the modification.

If Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Controlling Class have notified the Issuer in writing (or otherwise in accordance with the then current practice of any applicable Clearing System through which such Notes may be held) within the notification period referred to above that they do not consent to the modification, then such modification will not be made unless an Extraordinary Resolution of the Noteholders of the Controlling Class is passed in favour of such modification in accordance with this Condition 12 (*Meetings of Noteholders, amendments, waiver, substitution and exchange*).

Objections made in writing other than through the applicable Clearing System must be accompanied by evidence to the Trustee's satisfaction (having regard to prevailing market practices) of the relevant Noteholder's holding of the Notes.

- (iii) Other than where specifically provided in this Condition 12(b)(iii) or any Transaction Document:
  - (A) when implementing any modification pursuant to this Condition 12(b)(iii) (save to the extent the Trustee considers that the proposed modification would constitute a Basic Terms Modification), the Trustee shall not consider the interests of the Noteholders, any other Secured Party or any other person and shall act and rely solely and without further investigation on any certificate or evidence provided to it by the Issuer or the relevant Transaction Party, as the case may be, pursuant to this Condition 12(b)(iii) and shall not be liable to the Noteholders, any other Secured Party or any other person for so acting or relying, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person; and
  - (B) neither the Trustee nor the Security Trustee shall be obliged to agree to any 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 the obligations or duties, or decreasing its rights or protection in the Transaction Documents and/or these Conditions.
- (iv) Any such modification shall be binding on all Noteholders and shall be notified by the Issuer as soon as reasonably practicable to:
  - (A) so long as any of the Notes rated by the Rating Agencies remains outstanding, each Rating Agency;
  - (B) the Secured Parties; and
  - (C) the Noteholders in accordance with Condition 15 (Notices).

The Trustee may, and may direct the Security Trustee to, without the consent or sanction of the Noteholders or the other Secured Parties and without prejudice to its rights in respect of any subsequent breach or Event of Default or Potential Event of Default, at any time and from time to time but only if and in so far as in its opinion the interests of the Controlling Class shall not be materially prejudiced thereby, waive or authorise any breach or proposed breach by the Issuer or any other person of any of the covenants or provisions contained in these Conditions or any other Transaction Document or determine that any Event of Default or Potential Event of Default shall not be treated as such for the purposes of these Conditions.

(c) **Additional right of modification**

- (i) In addition to the provisions of Condition 14(b) but subject to Condition 14(d), the Trustee shall be obliged, without any consent or sanction of the Noteholders, or any of the other Secured Parties, to concur with the Issuer in making any modification (other than a Basic Terms Modification, but subject to Condition 14(f) below) to any Transaction Document to which it is a party or in relation to which it holds security that the Issuer (or the Cash Manager on its behalf) considers necessary for the purpose of changing Compounded Daily SONIA or the base rate that then applies in respect of the Notes and/or any consequential amendments to any related Swap Agreement to an alternative base rate (any such rate, whether new or amended, which may include an alternative computation of SONIA, an "**Alternative Base Rate**") and make such other related or consequential amendments as are necessary or advisable in the reasonable judgment of the Issuer (or the Cash Manager on its behalf) to facilitate such change (a "**Base Rate Modification**"), provided that the Issuer (or the Cash Manager on its behalf), certifies to the Trustee in writing (such certificate, a "**Base Rate Modification Certificate**") that:

- (A) such Base Rate Modification is being undertaken due to:
- (1) a material disruption to SONIA or any other relevant interest rate benchmark, an adverse change in the methodology of calculating such interest rate benchmark or such interest rate benchmark ceasing to exist or be published;
  - (2) the insolvency or cessation of business of the administrator of SONIA or any other relevant interest rate benchmark (in circumstances where no successor administrator has been appointed);
  - (3) a public statement by the administrator of SONIA or any other relevant interest rate benchmark that it will cease publishing the relevant interest rate benchmark permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of such interest rate benchmark) or has changed or will change such interest rate benchmark in an adverse manner;
  - (4) a public statement by the supervisor of the administrator of SONIA or any other relevant interest rate benchmark that the relevant interest rate benchmark has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner;
  - (5) a public statement by the supervisor of the administrator of SONIA or any other relevant interest rate benchmark that means the relevant interest rate benchmark might no longer be used or that its use is subject to restrictions or adverse consequences;
  - (6) a public announcement of the permanent or indefinite discontinuation of SONIA or the relevant base rate that applies to the Notes at such time;
  - (7) it having become unlawful and/or impossible and/or impracticable for the Principal Paying Agent and/or the Cash Manager and/or the Servicer (as applicable) to calculate any payments due to be made to any Noteholder using SONIA or the relevant base rate that applies to the Notes at such time;
  - (8) the Alternative Base Rate being adopted in a material number of publicly-listed issues of asset-backed floating rate notes denominated in the same currency as any of the Notes; or
  - (9) the reasonable expectation of the Issuer (or the Cash Manager on its behalf) that any of the events specified in sub-paragraphs (1) to (8) will occur or exist within six months of the proposed effective date of such Base Rate Modification; and
- (B) such Alternative Base Rate is:
- (1) a base rate published, endorsed, approved or recognised by the Bank of England or the European Central Bank, any regulator in the United Kingdom or the European Union or any stock exchange on which the Notes are listed (or any relevant committee or other body established, sponsored or approved by any of the foregoing);
  - (2) a base rate utilised in a material number of publicly-listed new issues of Sterling-denominated asset backed notes prior to the effective date of such Base Rate Modification (for these

- purposes, unless agreed otherwise by the Trustee, five such issues shall be considered material); or
- (3) such other base rate as the Cash Manager (on behalf of the Issuer) reasonably determines and, for the avoidance of doubt, the Issuer (or the Cash Manager on its behalf) may propose an Alternative Base Rate on more than one occasion provided that the conditions set out in this Condition 12(c)(i) are satisfied.
- (ii) The Trustee is only obliged to concur with the Issuer in making any modification (other than a Basic Terms Modification, but subject to Condition 12(f) below) to any Transaction Document pursuant to this Condition 12(c) if:
- (A) the Base Rate Modification Certificate in relation to such modification shall be provided to the Trustee both at the time the Trustee is notified of the proposed modification and on the date that such modification takes effect;
- (B) the consent of each Secured Party (other than the Trustee) which is party to the Transaction Documents proposed to be modified has been obtained (evidence of which shall be provided to the Trustee at the same time as the provision of the Base Rate Modification Certificate); and
- (C) the person who proposes such modification pays all fees, costs and expenses (including legal fees) incurred by the Issuer and the Trustee and each other applicable party including, without limitation, any of the Secured Parties in connection with such modifications,

**and provided further that:**

- (1) either: (I) the Issuer (or the Cash Manager on its behalf) obtains from each of the Rating Agencies written confirmation that such modification would not result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the notes by such Rating Agency or (y) such Rating Agency placing any notes on rating watch negative (or equivalent) (such written confirmation to be provided with the Base Rate Modification Certificate); or (II) the Issuer (or the Cash Manager on its behalf) certifies in the Base Rate Modification Certificate that it has notified in writing each of the Rating Agencies of the proposed modification and in its opinion, formed on the basis of due consideration, such modification would not result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the notes by any Rating Agency or (y) any Rating Agency placing any notes on rating watch negative (or equivalent); and
- (2) the Issuer certifies in writing to the Trustee (which certification maybe in the Base Rate Modification Certificate) that in relation to such modification that (I) the Issuer has provided at least 30 calendar days' notice to the Noteholders of the proposed modification in accordance with Condition 15 (*Notices*) (and shall have provided a draft of such notice to the Trustee at least 5 Business Days before delivery to the Noteholders) and by publication on Bloomberg on the "Company News" screen relating to the Notes in each case specifying the date and time by which Noteholders must respond (which must be no less than 30 calendar days after the date on which the notice above is published in accordance with Condition 16 (*Notices*)), the relevant circumstance giving rise to the Base Rate Modification under Condition 12(c)(i)(A), the Alternative Base Rate being

proposed under Condition 12(c)(i)(B) and details of any consequential or related amendments, and (II) Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Controlling Class then outstanding have not contacted the Issuer via the Principal Paying Agent in accordance with the notice and the then current practice of any applicable clearing system through which such notes may be held by the time specified in such notice that such Noteholders do not consent to the modification.

(iii) If, in connection with Condition 12(c)(ii)(1)(I), a written request for written confirmation from each of the Rating Agencies is delivered to each Rating Agency by or on behalf of the Issuer (copied to the Trustee) and:

(A) (1) one Rating Agency (such Rating Agency, a "**Non-Responsive Rating Agency**") indicates that it does not consider such written confirmation necessary in the circumstances or that it does not, as a matter of practice or policy provide such written confirmation, or (2) within 30 days of delivery of such written request to a Rating Agency, no written confirmation is received from such Rating Agency and/or such written request elicits no statement by such Rating Agency that such written confirmation could not be given; and

(B) one Rating Agency gives such written confirmation based on the same facts,

then Condition 12(c)(ii)(1)(I) shall be deemed modified so that there shall be no requirement for the written confirmation from the Non-Responsive Rating Agency if the Issuer provides to the Trustee a certificate signed by two directors certifying and confirming that each of the events in paragraphs (a)(I) or (II) and (b) above has occurred, the Issuer having sent a written request to each Rating Agency, and the Trustee shall be entitled to rely upon such certificate without further enquiry or liability to any person for so doing.

(iv) The Trustee shall be entitled to rely without further enquiry or liability to any person on any certificate delivered to it in connection with a Non-Responsive Rating Agency pursuant to this Condition 12. The Trustee shall not be required to investigate any action taken by the Issuer or such Non-Responsive Rating Agency and shall treat Condition 12(c)(ii)(1)(I) as having been modified with the consent of all Noteholders so that there shall be no requirement for such written confirmation from such Non-Responsive Rating Agency.

(v) If Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Controlling Class then outstanding have notified the Issuer via the Principal Paying Agent in accordance with the notice and the then current practice of any applicable clearing system through which such Notes may be held by the time specified in such notice that they do not consent to the modification, then such modification will not be made unless an Extraordinary Resolution of the Noteholders of the Controlling Class then outstanding is passed in favour of such modification in accordance with this Condition 12 (*Meetings of Noteholders, amendments, waiver, substitution and exchange*).

(vi) When implementing any modification pursuant to this Condition 12(c), the Trustee shall not consider the interests of the Noteholders, any other Secured Party or any other person and shall act and rely solely and without further investigation on any certificate or evidence provided to it by the Issuer, the Cash Manager or the relevant Transaction Party, as the case may be, pursuant to this Condition 12(c) and shall not be liable to the Noteholders, any other Secured Party 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.

- (vii) The Trustee shall not be obliged to agree to any modification pursuant to this Condition 12(c) which, in the sole opinion of the Trustee would have the effect of (i) exposing the Trustee to any liability against which is has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the rights or protection, of the Trustee in the Trust Deed or the Transaction Documents.
- (viii) Any modification implemented pursuant to this Condition 12(c) shall be binding on all Noteholders and shall be notified by the Issuer as soon as reasonably practicable to:
  - (A) so long as any of the notes rated by the Rating Agencies remains outstanding, each Rating Agency;
  - (B) the Secured Parties; and
  - (C) the Noteholders in accordance with Condition 15 (*Notices*)
- (d) **Substitution and exchange**
  - (i) Subject to the more detailed terms of the Trust Deed and subject to such amendment of the Trust Deed, the Deed of Charge and the other Transaction Documents and such other conditions as the Trustee may require, including as to satisfaction that the interests of the Noteholders will not be materially prejudiced by the substitution or exchange and as to the transfer of the Security, but without the consent of the Noteholders or the Secured Parties, the Trustee may agree to (A) the substitution of any other company or other entity in place of the Issuer as principal debtor under the Trust Deed and the Notes and replacement for it under the Deed of Charge and the other Transaction Documents, **provided that** the Rating Agencies confirm that such substitution will not adversely affect the then current rating of each Class, or (B) the exchange of the Notes, in whole but not in part only, for other securities or instruments having substantially the same rights and benefits as the Notes, **provided that** the then current rating of each Class by the Rating Agencies is assigned to such new securities or instruments. Such substitution or exchange will be subject to the relevant terms of the Trust Deed and the other Transaction Documents and to such amendments of the Trust Deed and the other Transaction Documents as the Trustee may deem appropriate. Under the Trust Deed, the Issuer is required to use its best efforts to cause the substitution as principal debtor under the Trust Deed and the Notes and replacement for it under the Deed of Charge and other Transaction Documents by a company or other entity incorporated in some other jurisdiction (approved by the Trustee) if the Issuer becomes subject to a form of tax on its income or payments on the Notes. Such substitution will be binding on the Noteholders.
  - (ii) The Trustee may, without the consent of the Noteholders or the other Secured Parties, agree to a change in the place of residence of the Issuer for taxation purposes provided (i) the Issuer does all such things as the Trustee may require in order that such change is fully effective and complies with such other requirements in the interests of the Noteholders as it may request and (ii) the Issuer provides the Trustee with an Opinion of Counsel satisfactory to the Trustee to the effect that the change of residency of the Issuer will not cause withholding or deduction to be made on payments on the Notes.
- (e) **Entitlement of the Trustee**

In connection with the exercise of its powers, trusts, authorities or discretions (including, without limitation those related to a proposed amendment, waiver, authorisation or substitution) the Trustee will take into account the interests of the Noteholders as a Class and, without prejudice to the generality of the foregoing, will not take into account the consequences of such exercise for individual Noteholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the

jurisdiction of, a particular territory and the Trustee will not have the right to require, nor will the Noteholders have the right to claim, from the Issuer or any other person indemnification or payment for a tax consequence of an exercise for individual Noteholders.

13. ***Indemnification of the Trustee and the Security Trustee***

The Trust Deed, the Deed of Charge and certain other of the Transaction Documents contain terms for the indemnification of the Trustee and the Security Trustee and for their relief from responsibility including for the exercise of rights under the Trust Deed and the other Transaction Documents (including, but without limitation, those related to the Security), for the sufficiency and enforceability of the Trust Deed and the other Transaction Documents (which the Trustee has not investigated) and the validity, sufficiency and enforceability of the Deed of Charge and for taking proceedings to enforce payment unless, indemnified and/or secured and/or prefunded to its satisfaction. The Trustee and the Security Trustee and their affiliates have the right to enter into business transactions with the Issuer, a subsidiary or other affiliate of the Issuer or any other party to the Transaction Documents or an obligor in connection with the Security or their subsidiary, holding or associated companies and to act as Trustee or Security Trustee for the holders of securities issued by them without, accounting to the Noteholders for profit resulting therefrom.

The Trustee and the Security Trustee are exempted from liability related to loss or theft or reduction in value of the Security and from an obligation to insure or to cause the insuring of the Security.

The Trust Deed and the Deed of Charge provide that the Trustee or the Security Trustee will not be obliged to take action on behalf of the Noteholders and the Secured Parties unless the Trustee and/or the Security Trustee is indemnified and/or secured and/or prefunded to its satisfaction. Further, neither the Trustee nor the Security Trustee will be obliged to act on behalf of the Noteholders or other Secured Parties where it would not have the power to do so by virtue of applicable law or where such action would be illegal in an applicable jurisdiction.

14. ***Replacement of Notes***

If a Note is lost, stolen, mutilated, defaced or destroyed it may be replaced, subject to applicable laws and regulations, at the specified office of the Registrar on payment by the claimant of the taxes, fees and costs properly incurred in connection with such replacement and on such terms as to evidence, security and indemnity as the Issuer, the Trustee, the Registrar or the Principal Paying Agent may require and otherwise as the Issuer may require. Mutilated or defaced Notes must be surrendered before replacements will be issued.

15. ***Notices***

Subject to the subparagraphs below providing for other means of notices, and only if these other means are not practicable, notices to Noteholders will be valid if published in a daily newspaper of general circulation in London (which is expected to be the Financial Times). Such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of first publication, in all required newspapers. If publication as provided above is not practicable, notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee will approve.

Until such time as Definitive Notes are issued, there may, so long as Global Notes representing the Class A Notes or the Class B Notes are held in their entirety on behalf of Clearstream, Luxembourg and/or Euroclear, be substituted for such publication in such newspaper(s) the delivery of the relevant notice to Clearstream, Luxembourg and/or Euroclear, for communication by them to the Holders of the Rated Notes and, in addition, for so long as the Rated Notes are listed on a stock exchange or are admitted to listing by any other relevant authority and the rules of that stock exchange or other relevant authority so require, such notice will be published in a daily newspaper of general circulation in the place or places required by that stock exchange or other relevant authority. Such notice will be deemed to have been given to the Holders of the Rated Notes on the seventh day after the day on which such notice was given to Clearstream, Luxembourg and/or Euroclear.



Notice to the Noteholders will be validly given if transmitted individually to the address set out in the Register for such Noteholder. While any Rated Notes are represented by a Global Note, such notice may be given by a Holder of such Rated Notes to the Registrar through Clearstream, Luxembourg and/or Euroclear in such manner as the Registrar and Clearstream, Luxembourg and/or Euroclear may approve for this purpose.

For so long as the Rated Notes are admitted to trading on the London Stock Exchange's Main Market, copies of all notices given under these Conditions will be sent to the London Stock Exchange.

16. ***Governing law and jurisdiction***

- (a) The Notes and all non-contractual obligations arising out of or in connection with the Notes are governed by, and will be construed in accordance with, English law.
- (b) The courts of England will have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Notes (including a dispute relating to the existence, validity or termination of the Notes or any non-contractual obligation arising out of or in connection with the Notes) and any legal action or proceedings arising out of or in connection with such disputes may be brought in such courts. The Issuer irrevocably submits to the exclusive jurisdiction of such courts and waives any objections to proceedings in such courts on the ground of venue or on the ground that they have been brought in an inconvenient forum. This submission is for the benefit of the Security Trustee and will not limit the right of the Security Trustee to take legal action or proceedings in any other court of competent jurisdiction nor will the taking of such proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not).

17. ***Rights of third parties***

No person will have any right to enforce any term or condition of this Note by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

18. ***Definitions***

"**Accelerated Priority of Payments**" has the meaning given to it in Condition 2(h) (*Application of proceeds*).

"**Account Bank**" means Lloyds Bank plc, as at the Closing Date, and any replacement account bank appointed under the Account Bank Agreement.

"**Account Bank Agreement**" means the account bank agreement dated on or about the Closing Date between the Issuer, the Servicer, the Security Trustee, the Account Bank and the Cash Manager.

"**Accountholder**" has the meaning given to it in the definition of Noteholders.

"**Additional Account**" means any additional account to be opened in the name of the Issuer pursuant to the terms of the Account Bank Agreement.

"**Affiliate**" means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company.

"**Agency Agreement**" means the agreement dated on or about the Closing Date between, among others, the Issuer and the Agents.

"**Agents**" means the Paying Agents and the Registrar and "**Agent**" means any one of these.

"**Aggregate Outstanding Principal Balance**" means, in respect of all Purchased Receivables at any time, the aggregate of the Outstanding Principal Balance of all such Purchased Receivables which, as at such time, are not Defaulted Receivables.

**"Ancillary Rights"** means the ancillary rights associated with each Purchased Receivable (excluding the Excluded Rights), other than ownership and rights associated with ownership of the Vehicle to which such Purchased Receivable relates and must include (but is not limited to) the following (without prejudice to the foregoing):

- (a) in addition to all sums and amounts paid or to be paid, the right to demand, sue for, recover, receive and give receipts for all amounts due (whether or not from Customers) related to such Purchased Receivable under or relating to the relevant Purchased Receivable Agreement;
- (b) the benefit of all covenants and undertakings from Customers and from guarantors related to such Purchased Receivable under or relating to or in connection with the relevant Purchased Receivable Agreement;
- (c) the benefit of all causes and rights of action against Customers and guarantors related to such Purchased Receivable under or relating to or in connection with the relevant Purchased Receivable Agreement;
- (d) all rights, title, interest, powers and benefit, present and future, of the Seller in a motor vehicle insurance policy relating to the Vehicle to which such Purchased Receivable relates and proceeds relating to the same;
- (e) all rights, title, interest and benefit, present and future, of the Seller to any Vehicle Proceeds or under any Vehicle Sale Contract relating to the Vehicle relating to such Purchased Receivable (including, the rights related to repossessed Vehicles) and all causes or rights of action against any other party to the agreement and otherwise arising from the same;
- (f) the benefit of any other rights, title, interests, powers or benefits of Black Horse in relation to such Purchased Receivable; and
- (g) the purchase price paid or to be paid, the right to demand, sue for, recover, receive and give receipts for all such amounts due related to such Purchased Receivable from a Collection Agent on such Purchased Receivables becoming a Written-Off Receivable, being repurchased by Black Horse, and being sold to a Collection Agent according to the Credit and Collection Procedures.

**"Arranger"** means Lloyds Bank Corporate Markets plc, as arranger.

**"Auditors"** means PricewaterhouseCoopers, the auditors for the time being of the Issuer.

**"Authorised Investments"** means:

- (a) Sterling gilt-edged securities; and
- (b) Sterling demand or time deposits, certificates of deposit and short-term debt obligations (including commercial paper),

**provided that** in all cases such investments will only be made such that there is no withholding or deduction for or on account of taxes applicable thereto and such investments:

- (i) have a maturity date of 30 days or less and mature before the next following Payment Date or within 30 days, whichever is sooner (and in each case for at least the price paid for the relevant investment); and
- (ii) are rated at least:
  - (A) "A-1" by S&P; and
  - (B) "R-1(low)" by DBRS,or an equivalent rating by another rating agency.

**"Available Funds"** means Available Interest Collections and Available Principal Collections.

**"Available Interest Collections"** means, in relation to a Payment Date, an amount equal to the sum of:

- (a) the aggregate Interest Collections for Purchased Receivables during the immediately preceding Collection Period;
- (b) the aggregate Recoveries for all Purchased Receivables during the immediately preceding Collection Period;
- (c) interest earned on the Issuer Accounts (other than the Swap Collateral Account and the RV Top-Up Reserve Account) during the immediately preceding Collection Period;
- (d) income on Authorised Investments during the immediately preceding Collection Period;
- (e) any amounts received from the Swap Counterparty and/or the Swap Guarantor under the Swap Agreement (other than any amount standing to the credit of the Swap Collateral Account which will be applied in accordance with the Swap Collateral Account Priority of Payments (other than any amount to be applied as Swap Collateral Account Surplus in accordance with the Swap Collateral Account Priority of Payments));
- (f) in relation to each PCP Handback Receivable and each VT Receivable in respect of which:
  - (i) Vehicle Proceeds were received during the immediately preceding Collection Period; and
  - (ii) such Vehicle Proceeds were less than the RV Top-Up Threshold Amount in relation to such PCP Handback Receivable or VT Receivable,

an amount standing to the credit of the RV Top-Up Reserve Fund equal to (i) the RV Top-Up Threshold Amount in relation to such PCP Handback Receivable or VT Receivable, less (ii) the amount of the Vehicle Proceeds, in each case in relation to such PCP Handback Receivable or VT Receivable;

- (g) all amounts standing to the credit of the Liquidity Reserve Fund as at the immediately preceding Calculation Date up to the Interest Collections Shortfall on such Payment Date;
- (h) the aggregate of all Available Principal Collections (if any) which are applied to make up any Remaining Interest Collections Shortfall on such Payment Date (only to the extent required after calculating any Remaining Interest Collections Shortfall);
- (i) any Surplus Available Principal Collections on such Payment Date;
- (j) (without double counting) where the Seller repurchases the Final Receivables in accordance with the terms of the Receivables Sale Deed in respect of an exercise by the Issuer of the Clean-Up Call, such amount of the Final Repurchase Price received by the Issuer on such Payment Date representing amounts other than the Outstanding Principal Balance of the Final Receivables as at such Payment Date; and
- (k) any other amounts received by the Issuer in respect of the Purchased Receivables which is not in respect of the Principal Element of such Purchased Receivables.

**"Available Principal Collections"** means, in relation to a Payment Date, an amount equal to the sum of:

- (a) the aggregate Principal Collections for all Purchased Receivables during the immediately preceding Collection Period;
- (b) the amount, if any, to be credited to the Principal Deficiency Ledger pursuant to item (x) of the Interest Priority of Payments on such Payment Date;

- (c) (without double counting) where the Seller repurchases the Final Receivables in accordance with the terms of the Receivables Sale Deed in respect of an exercise by the Issuer of the Clean-Up Call, such amount of the Final Repurchase Price received by the Issuer on such Payment Date representing the Outstanding Principal Balance of the Final Receivables as at such Payment Date; and
- (d) any other amounts received by the Issuer in respect of the Purchased Receivables which is in respect of the Principal Element of such Purchased Receivables.

**"Back-Up Facilitator"** means Lloyds Bank plc, in its capacity as back-up facilitator, and any replacement back-up facilitator appointed under the Back-Up Facilitator Agreement.

**"Back-Up Facilitator Agreement"** means the back-up facilitator agreement dated on or about the Closing Date between, among others, the Issuer, the Security Trustee and the Back-Up Facilitator.

**"Back-Up Servicer"** means a back-up servicer to be appointed (if applicable) pursuant to the terms of the Servicing Agreement or the Back-Up Facilitator Agreement.

**"Basic Terms Modification"** has the meaning given to it in Condition 12(a)(vi) (*Meetings of Noteholders*).

**"Black Horse"** means Black Horse Limited, a company incorporated in England and Wales under number 00661204, having its registered office at 25 Gresham Street, London, EC2V 7HN, England.

**"Business Day"** means a day (other than Saturday, Sunday or public holidays) on which the banks are open in London for the settlement of interbank operations and the setting of market indices.

**"Calculation Date"** means the date falling five Business Days prior to the end of each Calculation Period.

**"Calculation Period"** means the period from (and including) a Payment Date to (but excluding) the immediately following Payment Date, **provided that** the first Calculation Period will be from (and including) the Closing Date to (but excluding) 16 January 2020.

**"Car Data Register"** means the company with which the Seller registers its interest in a Vehicle from time to time, which at the Closing Date are Equifax Limited, Experian Limited, and HPI Limited.

**"Cash Management Agreement"** means the cash management agreement dated on or about the Closing Date between, among others, the Issuer and the Cash Manager.

**"Cash Manager"** means Black Horse, in its capacity as cash manager, or such other person as may from time to time be appointed as cash manager pursuant to the Cash Management Agreement.

**"Cash Manager Termination Event"** means the events specified in clause 11.1(a) (*Cash Manager Termination Events*) of the Cash Management Agreement.

**"CCA"** means the Consumer Credit Act 1974, as amended by the Consumer Credit Act 2006 and associated secondary legislation.

**"CCA Compensation Amount"** means the amount, calculated by the Servicer in accordance with the Servicing Agreement to compensate the Issuer for any loss caused as a result of a breach of the Receivables Warranties arising as a result of any Purchased Receivables or related Receivable Agreement (or part thereof) being determined illegal, invalid, non-binding or unenforceable under the CCA, excluding for the avoidance of doubt any losses related to the Interest Element of the relevant Purchased Receivable.

**"CCA Compensation Payment"** means the payment made by the Seller to the Issuer to compensate the Issuer for any loss caused as a result of any Purchased Receivable or the related Receivable Agreement (or part thereof) being determined illegal, invalid non-binding or unenforceable under the CCA as an amount equal to the CCA Compensation Amount.

"**Change of Control Event**" has the meaning given to the term in clause 8.1(b) (*Termination*) of the Back-Up Facilitator Agreement.

"**Charged Property**" means the assets and agreements from time to time charged in the manner set out in the Deed of Charge to secure the Secured Obligations.

"**Class**" means each class of Notes.

"**Class A Margin**" has the meaning given to it in Condition 4(b) (*Margin*).

"**Class A Noteholder**" means the Holder of a Class A Note.

"**Class A Notes**" means the £424,000,000 Class A Asset-Backed Floating-Rate Notes due September 2025 issued by the Issuer.

"**Class A Principal Deficiency**" has the meaning given to the term in Condition 2(d) (*Ledgers*).

"**Class A Principal Deficiency Ledger**" means a sub-ledger of the Principal Deficiency Ledger relating to the Class A Notes.

"**Class B Margin**" has the meaning given to it in Condition 4(b) (*Margin*).

"**Class B Noteholder**" means the Holder of a Class B Note.

"**Class B Notes**" means the £76,260,000 Class B Asset-Backed Floating-Rate Notes due September 2025 issued by the Issuer.

"**Class B Principal Deficiency**" has the meaning given to the term in Condition 2(d) (*Ledgers*).

"**Class B Principal Deficiency Ledger**" means a sub-ledger of the Principal Deficiency Ledger relating to the Class B Notes.

"**Class S Interest Rate**" has the meaning given to it in Condition 4(c) (*Interest Rate*).

"**Class S Noteholder**" means the Holder of the Class S Notes.

"**Class S Notes**" means the £109,810,000 Class S Asset-Backed Fixed-Rate Notes due September 2025 issued by the Issuer.

"**Class S Principal Deficiency**" has the meaning given to the term in Condition 2(d) (*Ledgers*).

"**Class S Principal Deficiency Ledger**" means a sub-ledger of the Principal Deficiency Ledger relating to the Class S Notes.

"**Clean-Up Call**" means the optional call granted pursuant to Condition 5(d) (*Clean-Up Call*).

"**Clearing System**" means any clearing agency, settlement system or depository (including any entity that acts as a system for the central handling of cash in the country where it is incorporated or organised or that acts as a trans-national system for the central handling of cash) used in connection with transactions relating to cash, including Euroclear and Clearstream, Luxembourg, and any nominee or successor in title of the foregoing.

"**Clearstream, Luxembourg**" means Clearstream Banking, *société anonyme*, which is an ICSD.

"**Closing Date**" means 4 December 2019.

"**Collection Account**" means the bank account or accounts in the name of the Seller into which amounts due from the Customers under their Receivable Agreements are paid.

"**Collection Account Trust**" means the of trust over the Collection Account by Black Horse in favour of the Issuer made pursuant to the clause 4.6 (*Collection Account Trust*) of the Servicing Agreement.

**"Collection Agent"** means an entity appointed by the Servicer to, among other things, purchase the Written-Off Receivables.

**"Collection Period"** means, in relation to a Payment Date, the period from, and including, the 21st day of the calendar month two calendar months prior to the calendar month of such Payment Date to, and including, the 20th day of the calendar month one calendar month prior to the calendar month of such Payment Date, **provided that** the Collection Period in respect of the first Payment Date is the period from, and including, the Cut-Off Date to, and including, 20 December 2019.

**"Collections"** means Interest Collections and Principal Collections.

**"Common Safekeeper"** means the ICSDs in their capacity as common safekeeper or, if so elected by the ICSDs, either one of them.

**"Compounded Daily SONIA"** has the meaning given to it in Condition 4(d) (*SONIA*).

**"Conditions"** means the terms and conditions of the Notes and **"Condition"** means any one of them.

**"Confidential Information"** means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of a Transaction Party, together with all information derived by a party from any such information and any other information clearly designated by a Transaction Party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential.

**"Controlling Class"** means the Holders of the Class A Notes for so long as any Class A Notes are outstanding and, thereafter, the Holders of the Class B Notes for so long as any Class B Notes are outstanding and, thereafter, the Holders of the Class S Notes.

**"Corporate Services Agreement"** means the agreement dated on or about the Closing Date between, among others, the Issuer, Holdings and the Corporate Services Provider under which the Issuer and Holdings have appointed the Corporate Services Provider to perform certain corporate and administrative services for each of them.

**"Corporate Services Provider"** means Intertrust Management Limited, acting through its office at 35 Great St. Helen's, London EC3A 6AP, in its capacity as corporate services provider.

**"CRA Regulation"** means Regulation (EC) No 1060/2009 of the European Parliament on credit rating agencies, as amended by Regulation (EU) No 513/2011 and by Regulation (EU) No 462/2013.

**"Credit and Collection Procedures"** means the origination, credit and collection procedures employed by the Seller from time to time in relation to the provision of Services as set out in the Servicing Agreement, as the same may from time to time be amended in accordance with the Transaction Documents.

**"Credit Support Annex"** means a 1995 ISDA Credit Support Annex (Bilateral Form – Transfer) entered into between the Swap Counterparty and the Issuer in connection with the Swap Agreement (or any 1995 ISDA Credit Support Annex (Bilateral Form – Transfer) entered into between the Issuer and any replacement Swap Counterparty).

**"Customer"** means a debtor under a Receivable Agreement.

**"Customer Data"** means any information or data (including personal data), whether or not Confidential Information or personal data (as such term is defined in the Data Protection Act) which is provided or made available to the Issuer and/or the Back-Up Facilitator under the Servicing Agreement or the Back-Up Facilitator Agreement.

**"Cut-Off Date"** means 21 November 2019.

**"DBRS"** means DBRS Ratings Limited, and any successor to its rating business.

**"Dealer"** means any person from whom the Seller purchases a Vehicle to form the subject matter of a Receivable Agreement.

**"Dealer Contract"** means any contract between the Seller and any Dealer relating to the supply of a Vehicle.

**"Deed of Charge"** means the deed of charge dated on or about the Closing Date between, among others, the Issuer and the Security Trustee.

**"Defaulted Receivable"** means any Purchased Receivable in respect of which:

- (a) regarding a Collection Period, a Purchased Receivable where an amount due under the Receivable Agreement has been in arrears for a period of greater than 180 days past the due date, or, if earlier,
- (b) the Purchased Receivable has been declared defaulted in accordance with the Credit and Collection Procedures.

**"Deferred Purchase Price"** means the consideration payable to the Seller in respect of the Receivables sold to the Issuer, which is due and payable under the terms of the Receivables Sale Deed in accordance with the relevant Priority of Payments.

**"Deficiency"** has the meaning given to the term under Condition 2(d) (*Ledgers*).

**"Definitive Notes"** means a definitive registered note representing a holding of Notes and which will represent the Class S Notes on issue, substantially in the form set out in Schedule 1 (*Forms of the Notes*) to the Trust Deed.

**"Delinquent Receivable"** means, regarding a Collection Period, a Purchased Receivable where an amount due under the Receivable Agreement has been in arrears for a period of greater than 30 days past the due date excluding, for the avoidance of doubt, any Receivable which has become a Defaulted Receivable.

**"Distribution Account"** means the account maintained at the Account Bank (or any successor of such account bank) in the name of the Issuer with sort code 30-80-12, IBAN code GB77LOYD30801219696868, SWIFT LOYDGB21 F09 and account number 19696868 or any other bank account specified as such in compliance with the Account Bank Agreement.

**"Eligibility Criteria"** means the criteria listed in Schedule 2 (*Eligibility Criteria*) to the Receivables Sale Deed.

**"Encumbrance"** means any mortgage, sub-mortgage, security assignment or assignment, standard security, charge, sub-charge, pledge, lien, right of set-off or other encumbrance or security interest of any kind, however created or arising, including anything analogous to any of the foregoing under the laws of any jurisdiction.

**"Enforcement Notice"** means, after the occurrence of an Event of Default, the notice served by the Trustee on the Issuer, the Account Bank, the RV Top-Up Reserve Account Bank, the Cash Manager, the Security Trustee and the Principal Paying Agent declaring the Notes due and payable, after which the Security will become enforceable.

**"EU Insolvency Regulation"** means Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast).

**"Euroclear"** means Euroclear Bank S.A./N.V. as operator of the Euroclear system which is an ICSD.

**"Event of Default"** has the meaning given to it in Condition 10 (*Events of Default*).

**"Excluded Rights"** means:

- (a) that portion of the amount outstanding under a Purchased Receivable Agreement which relates to any amount paid by a Customer and applied before the Cut-Off Date; or

- (b) any surplus funds remaining on an agreement following the sale of a Vehicle in relation to a VT Receivable or Defaulted Receivable.

**"Extraordinary Resolution"** means:

- (a) a resolution passed at a meeting of Noteholders duly convened and held in accordance with Condition 12 (*Meetings of Noteholders, amendments, waiver, substitution and exchange*) by a majority of not less than 75 per cent. of the votes cast, whether on a show of hands or a poll; or
- (b) a Written Resolution.

**"FATCA"** means:

- (a) sections 1471 to 1474 of the US Internal Revenue Code and the Treasury regulations and official guidance issued thereunder, each as amended from time to time ("**US FATCA**");
- (b) any inter-governmental agreement between the United States and any other jurisdiction entered into in connection with US FATCA (an "**IGA**");
- (c) any treaty, law, regulation or official guidance enacted, issued or amended in any jurisdiction which facilitates the implementation of US FATCA or an IGA ("**Implementing Law**"); and
- (d) any agreement entered into with the US Internal Revenue Service, the US government or any governmental or tax authority in any other jurisdiction in connection with US FATCA, an IGA or any Implementing Law.

**"FATCA Deduction"** means any withholding or deducting any amounts required by FATCA, pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the US Internal Revenue Service.

**"FATCA Exempt Party"** means a party that is entitled to receive payments free from any FATCA Deduction.

**"Final Legal Maturity Date"** means the Payment Date falling in September 2025.

**"Final Receivables"** has the meaning given to the term in clause 7.5(a) (*Clean-up call*) of the Receivables Sale Deed.

**"Final Repurchase Price"** means an amount equal to the higher of (i) the Outstanding Principal Balance of such Final Receivables at the end of the immediately preceding Calculation Period and all other amounts accrued due and payable under Receivable Agreements from which the Final Receivables derive on or prior to the end of the immediately preceding Calculation Period which have not been paid and (ii) all amounts required to be paid on such Payment Date in accordance with the relevant Priority of Payments (taking into account the redemption of the Notes in full) other than amounts due to the Seller in respect of Deferred Purchase Price less any Available Interest Collections and Available Principal Collections to be applied on such Payment Date.

**"Financed Vehicles"** means the Vehicles which are financed pursuant to the Receivable Agreements.

**"FSMA"** means the Financial Services and Markets Act 2000, as may be amended from time to time.

**"Global Note"** means a global note, in fully registered form, without interest coupons attached, representing a Class of the Rated Notes on issue, substantially in the form set out in Schedule 1 (*Forms of the Notes*) to the Trust Deed.

**"Governmental Authority"** means any multinational, national, federal, state, provincial or local governmental or regulatory or supervisory authority or entity or body or any subdivision thereof,



including any agency, instrumentality, division, department, court or other body thereof and entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including, for the avoidance of doubt, the FCA.

**"Holding Company"** means, in respect of a Subsidiary, a company which:

- (a) holds a majority of the voting rights in the afore-mentioned Subsidiary; or
- (b) is a member of the afore-mentioned Subsidiary and has the right to appoint or remove a majority of its board of directors; or
- (c) is a member of the afore-mentioned Subsidiary and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it; or
- (d) is a Holding Company of another company which is the Holding Company of the afore-mentioned Subsidiary.

**"Holdings"** means Cardiff Auto Receivables Securitisation Holdings Limited, a private company with limited liability incorporated under the laws of England and Wales with registered number 11118330 and whose registered office is at 35 Great St. Helen's, London EC3A 6AP.

**"ICSDs"** means Euroclear and Clearstream, Luxembourg and **"ICSD"** means either one of them.

**"Incentive Fee"** means the fee (inclusive of VAT) payable to the Insolvency Official of the Seller following an Insolvency Event of the Seller in relation to the sale of the relevant Vehicles in an amount equal to (i) the reasonable costs and expenses of such insolvency official (including any Irrecoverable VAT in respect thereof) incurred in relation to the sale of such Vehicles plus (ii) a percentage of the corresponding vehicle realisation proceeds to be (x) until such time as a Replacement Servicer is appointed, 1 per cent. of the relevant vehicle realisation proceeds or (y) at any time thereafter, as may be agreed by the Servicer or Replacement Servicer with the insolvency official of the Seller pursuant to the Servicing Agreement (up to a maximum amount of 1 per cent. of the relevant vehicle realisation proceeds).

**"Initial Purchase Price"** means the amount, determined as at the Closing Date, as being an amount equal to the aggregate Outstanding Principal Balance due from Customers under the Receivable Agreement (which for the avoidance of doubt shall include the last payment under the Receivable Agreement) during the period beginning on (but excluding) the Closing Date and ending on (and including) the maturity date of such Receivable Agreement;

**"Insolvency Event"** means, for a person:

- (a) the making of a general assignment for the benefit of creditors;
- (b) the filing of a voluntary petition in bankruptcy;
- (c) being adjudged bankrupt or insolvent, or having had an order entered against such person for relief in any bankruptcy or insolvency proceeding;
- (d) the filing by such person of a petition or answer seeking reorganisation, liquidation, dissolution or similar relief under any applicable statute, law or regulation (except for a solvent reorganisation);
- (e) seeking, consenting to or acquiescing in the appointment of a trustee, liquidator, receiver administrator or similar official of such person or of all or any substantial part of such person's assets;
- (f) a receiver, administrator, administrative receiver, liquidator, trustee or similar officer of it or relating to all or substantially all of its revenues and assets is legally and validly appointed and such appointment is not discharged within 14 days;
- (g) the failure to obtain dismissal or a stay within 60 days of the start of, or the filing by such person of an answer or other pleading admitting or failing to contest the material

allegations of, a petition filed against such person in any proceeding against such person seeking:

- (i) reorganisation, liquidation, dissolution or similar relief under any applicable statute, law or regulation (except for a solvent reorganisation); or
  - (ii) the appointment of a trustee, liquidator, receiver or similar official of such person or of all or any substantial part of such person's assets; or
- (h) the inability of such person to pay its debts as they fall due within the meaning of Section 123(1) of the Insolvency Act 1986.

**"Insolvency Official"** means, in respect of any company, a liquidator, provisional liquidator, administrator (whether appointed by the court or otherwise), bank administrator, bank liquidator, administrative receiver, receiver or manager, nominee, supervisor, trustee in bankruptcy, conservator, guardian or other similar official in respect of such company or in respect of all (or substantially all) of the company's assets or in respect of any arrangement or composition with creditors or any equivalent or analogous officer under the law of any jurisdiction.

**"Interest Amount"** means the amount of interest payable on each Note for an Interest Period.

**"Interest Collections"** means, regarding a Purchased Receivable and a Collection Period, all amounts comprising of:

- (a) the Interest Element of the Purchased Receivables (other than Purchased Receivables that have become Defaulted Receivables or VT Receivables or PCP Handback Receivables); and
- (b) any amount received by the Issuer in respect of any CCA Compensation Payments, Receivables Indemnity Amounts, Set-Off Indemnity Amounts and Repurchase Price, in each case to the extent that the same represents a payment in respect of the Interest Element of the Purchased Receivables.

**"Interest Collections Shortfall"** means, on a Payment Date, an amount equal to the excess, if any, of the amount required to make payments under items (i) to (viii) (inclusive) of the Interest Priority of Payments on such Payment Date over the Available Interest Collections for such Payment Date, such amount to be determined without regard to items (g) and (h) of the definition of Available Interest Collections.

**"Interest Element"** means, in relation to each Purchased Receivable, all amounts to be received from or on behalf of the Customer in respect of the Receivables other than the Principal Element of that Purchased Receivable and including, for the avoidance of doubt, all fees, costs, any interest charged on interest and expenses received in respect of the Purchased Receivables.

**"Interest Period"** means the period beginning from (and including) a Payment Date to (but excluding) the next following Payment Date; **provided that** the first Interest Period will be the period beginning from (and including) the Closing Date to (but excluding) 16 January 2020.

**"Interest Priority of Payments"** has the meaning given to it in Condition 2(e) (*Interest Priority of Payments*).

**"Irrecoverable VAT"** means any amount in respect of VAT incurred by a party to a Transaction Document (for the purposes of this definition, a **"Relevant Party"**) to the extent that the Relevant Party does not or will not receive and retain a credit or repayment of such VAT as input tax (as that expression is defined in Section 24(1) of VATA) for the prescribed accounting period (as that expression is used in Section 25(1) of VATA) to which such input tax relates.

**"Issuer"** means Cardiff Auto Receivables Securitisation 2019-1 plc, a public company with limited liability incorporated under the laws of England and Wales with registered number 12175782 and whose registered office is at 35 Great St. Helen's, London EC3A 6AP.

**"Issuer Accounts"** means the Distribution Account, the Liquidity Reserve Account, the Swap Collateral Account, the RV Top-Up Reserve Account, any Additional Account and/or any further account created under the Transaction Documents.

**"Issuer Expenses Loan"** means the Issuer expenses loan to be made by the Subordinated Loan Provider to the Issuer pursuant to the Subordinated Loan Note Issuance Agreement.

**"Issuer Security Power of Attorney"** means the security power of attorney provided by the Issuer in favour of the Security Trustee in the form set out in Schedule 1 (*Form of Issuer Security Power of Attorney*) to the Deed of Charge.

**"Issuer Trust Amounts"** means all amounts from time to time standing to the credit of the Collection Account to the extent that such amounts represent payments into the Collection Account derived from or resulting from the Purchased Receivables comprised in the Portfolio (but excluding any interest arising in respect of amounts standing to the credit of Collection Account).

**"Junior Note Purchase Agreement"** means the note purchase agreement dated on or about 28 November 2019 between the Issuer and Black Horse as purchaser of the Class S Notes.

**"Lead Manager"** means Lloyds Bank Corporate Markets plc, as lead manager.

**"Liquidity Reserve Account"** means the account maintained at the Account Bank (or any successor of such account bank) in the name of the Issuer with sort code 30-80-12, IBAN code GB44LOYD30801219697268, SWIFT LOYDGB21 F09 and account number 19697268 or any other bank account specified as such under the Account Bank Agreement.

**"Liquidity Reserve Fund"** means a fund of the Issuer, being, at any time, all amounts standing to the credit of the Liquidity Reserve Account.

**"Liquidity Reserve Fund Required Amount"** means an amount equal to:

- (a) prior to the Rated Notes Redemption Date, £9,151,050; and
- (b) on or after the Rated Notes Redemption Date, zero.

**"Liquidity Reserve Loan"** means the liquidity reserve loan to be made by the Subordinated Loan Provider to the Issuer pursuant to the Subordinated Loan Note Issuance Agreement.

**"List of Receivables"** means the list, dated on or about the Closing Date, containing the identifier number and Outstanding Principal Balance as of the Cut-Off Date for each Receivable to be purchased by the Issuer on the Closing Date, in an email unequivocally marked or identified as relating to the Sale Notice and received by the Issuer and the Security Trustee on or before the Closing Date (or other media as agreed from time-to-time between the Seller and the Issuer including in a CD-ROM).

**"Lloyds Banking Group"** means Lloyds Bank plc and each of its Affiliates.

**"London Stock Exchange"** means the London Stock Exchange plc.

**"Mandatory Early Part Redemption Amount"** means, for a Note and a Payment Date, the principal amount redeemable for a Note of that Class on that Payment Date under Condition 5(c) (*Mandatory early redemption in part*).

**"Margin"** means, in respect to the Class A Notes, the Class A Margin and, in respect of the Class B Notes, the Class B Margin.

**"Master Framework Agreement"** means the master framework agreement dated on or about the Closing Date between, among others, the Seller, the Issuer, the Corporate Services Provider, the Servicer, the Cash Manager, the Account Bank, the Swap Counterparty, the Back-Up Facilitator, the Principal Paying Agent, the Trustee and the Security Trustee.

**"Material Adverse Effect"** means:

- (a) with respect to any person or entity, a material adverse effect on:
  - (i) the business, operations, property, condition (financial or otherwise) or prospects of such person or entity to the extent it relates directly or indirectly to the Receivables (including without limitation, to the origination or servicing of Receivables);
  - (ii) the ability of such person or entity to perform its obligations under any Transaction Document to which it is a party or on any of the rights or remedies of any other party to such Transaction Document;
  - (iii) the validity or enforceability of any Transaction Document to which it is a party; or
  - (iv) the collectability or enforceability or the value of any Receivable; or
- (b) with respect to the Purchased Receivables (and without prejudice to paragraph (a) above), a material adverse effect on the interests of the Issuer in the Purchased Receivables, or on the ability of the Issuer (or the Servicer on the Issuer's behalf) to collect amounts due on the Purchased Receivables or on the ability of the Security Trustee to enforce the Security.

**"Minimum Rate of Interest"** means zero per cent.

**"Modification Certificate"** has the meaning given to that term in Condition 12(b)(ii) (*Meetings of Noteholders, amendments, waiver, substitution and exchange*).

**"Monthly Report"** means a report to be prepared by the Servicer and delivered by electronic means to the Issuer and the Cash Manager (with a copy to the Trustee, the Security Trustee, the Principal Paying Agent and if requested, the Rating Agencies) at least two Business Days before each Payment Date, substantially in the form set out in Schedule 2 (*Form of Monthly Report*) to the Servicing Agreement.

**"New Vehicle"** means a Vehicle identified as a new motor vehicle under the Credit and Collection Procedures.

**"Non-Compliant Receivable"** has the meaning given to it in Clause 7.1(a) of the Receivables Sale Deed.

**"Non-Permitted Variation"** means any change to a Receivable Agreement that relates to a Purchased Receivable which has the effect of:

- (a) reducing the Outstanding Principal Balance of the Purchased Receivable;
- (b) sanctioning any kind of payment holiday;
- (c) reducing the total interest payable by the Customer over the term of the Purchased Receivable; or
- (d) extending the term of the Purchased Receivable.

**"Noteholder"** or **"Holder"** means the person in whose name such Note is registered at that time in the Register or, in the case of a joint holding, the first named person; **provided that**, so long as any of the Notes are represented by a Global Note, the term **"Noteholder"** or **"Holder"** will include the persons for the time being set out in the records of Euroclear and/or Clearstream, Luxembourg, as the holders of a particular principal amount of such Notes (each an **"Accountholder"**) in units of £1,000 principal amount of Notes for all purposes other than regarding the payment of principal and interest on such Notes, the right to which will be vested as against the Issuer solely in the Holder of each Global Note under and subject to its terms.

**"Notes"** means the Class A Notes, the Class B Notes and the Class S Notes.

"NSS" means the new safekeeping structure applicable to debt securities in global registered form recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations since 1 October 2010.

"**Opinion of Counsel**" means an opinion of counsel, which counsel will be reasonably acceptable to the Trustee, the Security Trustee, the Issuer and the Rating Agencies and be of international standing recognised in the field of securitisation, and which opinion will be addressed to the Issuer, the Trustee, the Security Trustee and each Secured Party.

"**Optional Final Payment**" means, regarding a Receivable Agreement, the optional final balloon payment payable by the Customer under such Receivable Agreement.

"**Ordinary Resolution**" means a resolution passed at a meeting of Noteholders duly convened and held in accordance with Condition 12 (*Meetings of Noteholders, amendments, waiver, substitution and exchange*) by a majority of not less than 50 per cent. of the votes cast, whether on a show of hands or a poll.

"**outstanding**" means, for any Class, all the Notes of that Class issued other than:

- (a) those which have been redeemed in compliance with their Conditions;
- (b) those regarding which the due date for redemption has occurred in compliance with their Conditions and the redemption moneys and interest accrued on such moneys to the due date of such redemption and any interest payable after such date have been paid to the Trustee or to the Principal Paying Agent in the manner set out in the Agency Agreement and remain available for payment against presentation and surrender of the relevant Notes;
- (c) those regarding which claims have become void under their Conditions;
- (d) those mutilated or defaced Notes which have been surrendered and cancelled and regarding which replacements have been issued under their Conditions;
- (e) (for the purpose only of ascertaining the amount of a Class that is outstanding and without prejudice to their status for any other purpose) those Notes which are alleged to have been lost, stolen or destroyed and regarding which replacements have been issued under their Conditions; and
- (f) any Global Note to the extent that it has been exchanged for the related Definitive Notes under their respective terms;

**provided that** for each of the following purposes, namely:

- (i) the determination of how many of which Notes of a Class are for the time being outstanding for the purposes of their Conditions and the Trust Deed requiring calculation of the proportion of Noteholders of such Class requesting or directing the Trustee to enforce the security for such Class, or the provisions for meetings of the Noteholders of such Class set out in the Trust Deed;
- (ii) any discretion, power or authority which the Trustee is required or permitted, expressly or impliedly, to exercise in or by reference to the interests of the Noteholders of such Class or any of them; and
- (iii) the determination by the Trustee whether, in its opinion, any event, circumstance, matter or thing is or would be materially prejudicial to the interests of the Noteholders or any of them,

(1) those Notes of the relevant Class, if any, which are beneficially held by or for the account of the Issuer will be deemed not to remain outstanding and (2) if Black Horse, Lloyds Bank plc or any of their affiliates, holds only some (but not all) of the Notes of the relevant Class, such Notes will be deemed not to remain outstanding.

**"Outstanding Principal Balance"** means on any date and with respect to each Receivable, the Principal Element outstanding under the related Receivable Agreement as shown on the relevant computer system (on the assumption that the Servicer has complied with its obligations under the Servicing Agreement).

**"Party"** means, in relation to a Transaction Document, a party thereto.

**"Paying Agent"** means a paying agent appointed under the Agency Agreement, including the Principal Paying Agent.

**"Payment Date"** means, for an Interest Period, the 16th day of each calendar month or, if such day is not a Business Day, the next following Business Day and, for the first such Payment Date, 16 January 2020.

**"PCP Handback Receivable"** means a Receivable Agreement under which the Customer has not exercised its option to pay the Optional Final Payment and has returned to the dealer the Vehicle financed by such Receivable Agreement.

**"PCP Handback Vehicle"** means, if a Receivable Agreement is a PCP Handback Receivable, the relevant Vehicle returned by a Customer to the dealer.

**"Perfection Event"** means each of the following events:

- (a) the Seller (or the Servicer on behalf of the Seller) fails to pay any sum due from it to the Issuer in respect of the Purchased Receivables within five Business Days of the due date thereof or the date of demand, if payable on demand, in the currency and in the manner specified herein, and such failure is not remedied within ten Business Days following the earlier of the Issuer giving notice thereof to the Seller and the Seller becoming aware of such failure to pay; or
- (b) the Seller being required to perfect the Issuer's legal title to the Purchased Receivables (or procure the perfection of the Issuer's legal title to the Purchased Receivables) by an order of a court of competent jurisdiction or by any regulatory authority of which the Seller is a member or any organisation with whose instructions it is customary for the Seller to comply; or
- (c) it becoming necessary by law to perfect the Issuer's legal title to the Purchased Receivables, (or procure the perfection of the Issuer's legal title to the Purchased Receivables); or
- (d) the Seller calling for perfection by serving notice in writing to that effect on the Issuer and the Security Trustee; or
- (e) the occurrence of an Insolvency Event in respect of the Seller; or
- (f) the occurrence of a Severe Deterioration Event in respect of the Seller; or
- (g) it becoming necessary for enforcement of the Issuer's rights related to the Purchased Receivables, **provided that** if no Event of Default has occurred and is continuing, the Issuer will seek the approval of the Seller, such approval not to be unreasonably delayed or withheld.

**"Permitted Exceptions"** means any payment of Tax to the Tax Creditors or other payments to a Governmental Authority on a date not being a Payment Date, which is a payment outside of the Priority of Payments by the Issuer.

**"Permitted Variation"** has the meaning given to the term in clause 6.4(b) (*Permitted Variations*) of the Servicing Agreement.

**"Portfolio"** means the Receivables and all other assets and rights relating to the Receivable Agreements purported to be transferred or granted to the Issuer.

**"Potential Event of Default"** means an event or circumstance that will with the giving of notice, lapse of time, issue of a certificate and/or fulfilment of any other requirement become an Event of Default.

**"Principal Amount Outstanding"** means, in relation to a Class of Notes or all Classes of Notes on any date (as applicable), its original principal amount less the aggregate amount of all principal payments in respect of such Class of Notes or Classes of Notes (as applicable) which have become paid since the Closing Date.

**"Principal Collections"** means:

- (a) the Principal Element of Purchased Receivables (other than Purchased Receivables that have become Defaulted Receivables, VT Receivables or PCP Handback Receivables) received by the Issuer; and
- (b) any amount received by the Issuer in respect of any CCA Compensation Payments, Set-Off Indemnity Amounts, Receivables Indemnity Amounts and Repurchase Price, in each case to the extent that the same represents a payment in respect of the Principal Element of the Purchased Receivables.

**"Principal Deficiency Ledger"** means the ledger maintained by Black Horse, comprising the Class A Principal Deficiency Ledger, the Class B Principal Deficiency Ledger and the Class S Principal Deficiency Ledger, established in order to record, on each Payment Date:

- (a) any Remaining Interest Collections Shortfall;
- (b) the Outstanding Principal Balance of each Purchased Receivable that becomes a Defaulted Receivable during the immediately preceding Collection Period; and
- (c) the Outstanding Principal Balance of each VT Receivable or PCP Handback Receivable in respect of which Vehicle Proceeds were received during the immediately preceding Collection Period.

**"Principal Element"** means, in relation to each Purchased Receivable, the principal amount of that Receivable, calculated in accordance with the Credit and Collection Procedures (which for the avoidance of doubt shall include any option fees and fees payable as part of the last payment under the Receivable Agreement by the relevant Customer).

**"Principal Paying Agent"** means Elavon Financial Services DAC, UK Branch, in its capacity as principal paying agent.

**"Principal Priority of Payments"** has the meaning given to it in Condition 2(f) (*Principal Priority of Payments*).

**"Priority of Payments"** means the Interest Priority of Payments, and/or the Principal Priority of Payments and/or the Accelerated Priority of Payments.

**"Prospectus"** means the prospectus dated on or about the Closing Date describing the Notes and the Transaction Documents.

**"Purchased Receivable"** means the Receivables sold by the Seller to the Issuer on the Closing Date which have not been repurchased by the Seller for any reason and **"Purchased Receivables"** means all such Receivables.

**"Purchased Receivable Agreement"** means a Receivable Agreement from which a Purchased Receivable is derived.

**"Qualified Institution"** means a bank:

- (a) that may make all payments of interest under the Account Bank Agreement without withholding or deduction for or on account of tax;
- (b)

- (i)
  - (A) whose long-term issuer rating is at least "A" (or its equivalent) or whose long-term critical obligations rating is at least "A(high)" (or its equivalent) by DBRS; and
  - (B) whose unsecured, unsubordinated and unguaranteed long-term obligations are rated at least "A" by S&P,  
or, if the bank does not have such rating, it must be guaranteed by an institution having such rating; or
- (ii) such other rating which is acceptable to the Rating Agencies from time to time; and
- (c) that is or will (before a FATCA Deduction may be required) become a FATCA Exempt Party.

**"Rate of Interest"** means the rate or rates (expressed as a percentage per year) of interest payable in respect of the Notes calculated or determined in accordance with the provisions of these Conditions.

**"Rated Notes"** means the Class A Notes and the Class B Notes.

**"Rated Notes Redemption Date"** means the Payment Date on which the Rated Notes are repaid in full.

**"Rating Agencies"** means S&P and DBRS.

**"Rating Agency Confirmation"** means, a confirmation in writing by the relevant **Rating Agencies** that the then current ratings of the Controlling Class 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 Account Bank, the Servicer and/or the 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 Agreement"** means each personal contract plan agreement entered into between a Customer and Black Horse Limited in the form of standard business terms, under which the relevant Customer has the option to pay the Optional Final Payment and take title to the Related Vehicle or, if not, to return the Related Vehicle to the dealer from whom such Vehicle was purchased or such other dealer specified by the Servicer.

**"Receivables"** means all claims, present and future, absolute or contingent, due now or in the future arising out of a Receivable Agreement for the repayment of a Receivable and will, unless the



context requires otherwise, include Ancillary Rights, but excludes the Excluded Rights, and "**Receivable**" will mean each individual claim.

"**Receivables Indemnity Amount**" means, in relation to a Receivable which 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 under clause 7 (*Remedies and Repurchase*) of the Receivables Sale Deed, the indemnity payable by the Seller to the Issuer, to be calculated by the Servicer and be determined in an amount equal to the Outstanding Principal Balance of such Receivable had the Receivable existed with each of the Receivables Warranties as at the Closing Date less any amounts (without double counting) in respect of any Principal Element received by the Issuer with respect to such Receivables.

"**Receivables Sale Deed**" means the agreement for the sale and purchase of retail auto receivables dated on or around the Closing Date between the Seller, the Issuer, the Security Trustee and the Trustee.

"**Receivables Warranties**" means the representations and warranties made by the Seller in respect of the Purchased Receivables set out in the Receivables Sale Deed.

"**Receiver**" means an administrative receiver or similar officer falling within the definition of "administrative receiver" under section 29(2) of the UK Insolvency Act 1986 or under article 5(1) of the Insolvency (Northern Ireland) Order 1989 (as amended) (as appropriate).

"**Records**" means:

- (a) all agreements, files, microfiles, correspondence, notes of dealing and other documents, books, books of account, registers, records and other information; and
- (b) all computer tapes, discs, computer programs, data processing software and related property rights owned by or under the control and disposition of the Seller.

"**Recoveries**" means, during the relevant Collection Period, any amount received (including any Vehicle Proceeds) in relation to a Defaulted Receivable or VT Receivable or PCP Handback Receivable.

"**Register**" means the register kept at the specified office of the Registrar on which will be entered the names and addresses of the Holders of the Notes and the particulars of such Notes held by them and all transfers and redemptions of such Notes.

"**Registrar**" means Elavon Financial Services DAC, UK Branch, in its capacity as registrar.

"**Regulation S**" means Regulation S under the Securities Act.

"**Related Receivable Agreement**" means, in relation to a Receivable, the relevant Receivable Agreement from which such Receivable derives.

"**Related Vehicle**" means the Vehicle related to a Purchased Receivable.

"**Relevant Date**" means, regarding a Note, the date when payment on such Note first becomes due or, if any amount of the money payable is improperly withheld or refused, the date when payment in full of the amount outstanding is made or (if earlier) the date seven days after the date when notice is given to the Noteholders in compliance with Condition 15 (*Notices*) that, on further presentation of the Note being made in compliance with these Conditions, such payment will be made, **provided that** payment is in fact made on such presentation.

"**Remaining Interest Collections Shortfall**" means, on a Payment Date, an amount equal to the shortfall, if any, between:

- (a) the amount standing to the credit of the Liquidity Reserve Fund on the Calculation Date immediately preceding such Payment Date and available to be applied as Available Interest Collections to make up any Interest Collections Shortfall on such Payment Date; and

(b) the Interest Collections Shortfall on such Payment Date.

**"Replacement Servicer"** means the replacement servicer appointed pursuant to the terms of the Servicing Agreement.

**"Replacement Swap Agreement"** means an agreement between the Issuer and a replacement swap provider to replace the Swap Transaction.

**"Replacement Swap Premium"** means an amount received by the Issuer from a replacement swap provider or an amount paid by the Issuer to a replacement swap provider upon entry by the Issuer into a Replacement Swap Agreement.

**"Repurchase Price"** means, in relation to the repurchase of a Receivable, an amount, calculated by the Servicer, equal to the Outstanding Principal Balance of such Receivable as at the Closing Date, less any amounts (without double counting) in respect of any Principal Element recovered or received by the Issuer in respect of such Receivable as at the date of the repurchase;

**"Repurchased Receivables"** means, regarding a Collection Period, Purchased Receivables being repurchased by the Seller under the Receivables Sale Deed on the Payment Date next following that Collection Period.

**"Responsible Person"** means:

- (a) for the Servicer, an officer of the Servicer or other person who is authorised to act for the Servicer;
- (b) for the Seller, an officer of the Seller or other person who is authorised to act for the Seller;
- (c) for the Cash Manager, an officer of the Cash Manager or other person who is authorised to act for the Cash Manager,
- (d) the positions or job titles of such officers and other persons being named in an officer's certificate delivered from time to time by the Servicer, the Seller or the Cash Manager to the Security Trustee and the Trustee, **provided that** each Responsible Person will be the person who holds a position or job title referred to in the most recent officer's certificate received by the Security Trustee and the Trustee.

**"Retained Amount"** means £11,000 per annum for the first three years following the Closing Date and £1,200 per annum from and including the fourth year following the Closing Date.

**"Risk Retention US Persons"** means "US persons" as defined in the US Risk Retention Rules.

**"RV Top-Up Reserve Account"** means the account maintained at the RV Top-Up Reserve Account Bank (or any successor of such account bank) in the name of the Issuer with sort code 30-80-12, IBAN code GB48LOYD30801219698360, SWIFT LOYDGB21 F09 and account number 19698360 or any other bank account specified as such under the RV Top-Up Reserve Account Bank Agreement.

**"RV Top-Up Reserve Account Bank"** means Lloyds Bank plc, as at the Closing Date, and any replacement account bank appointed under the RV Top-Up Reserve Account Bank Agreement.

**"RV Top-Up Reserve Drawn Amount"** means, in relation to a Payment Date:

- (a) the aggregate of the amount applied from the RV Top-Up Reserve Fund as Available Interest Collections on such Payment Date and each Payment Date prior to such Payment Date; less
- (b) the amount applied in or towards payment to the Subordinated Loan Provider of any principal amount due and payable on the RV Top-Up Reserve Loan in accordance with item (xii) of the Interest Priority of Payments or item (x) of the Accelerated Priority of Payments, as the case may be, on each Payment Date prior to such Payment Date.

**"RV Top-Up Reserve Fund"** means a fund of the Issuer, being, at any time, all amounts standing to the credit of the RV Top-Up Reserve Account.

**"RV Top-Up Reserve Fund Required Amount"** means, at any time, an amount equal to the aggregate of the RV Top-Up Threshold Amount of each Purchased Receivable that has not been repaid in full.

**"RV Top-Up Reserve Loan"** means the RV top-up reserve loan to be made by the Subordinated Loan Provider to the Issuer pursuant to the Subordinated Loan Note Issuance Agreement.

**"RV Top-Up Threshold Amount"** means, in relation to a Receivable, 21 per cent. of the Optional Final Payment of that Receivable.

**"S&P"** means Standard & Poor's Credit Market Services Europe Limited and any successor to its rating business.

**"Sale Notice"** means a notice of sale of Receivables substantially in the form set out in Schedule 3 (*Form of Sale Notice*) to the Receivables Sale Deed delivered by the Seller under clause 2.1 of the Receivables Sale Deed.

**"Secured Obligations"** means the aggregate of all moneys and other obligations for the time being due or owing by the Issuer to the Secured Parties.

**"Secured Parties"** means the Trustee, the Security Trustee, a Receiver, the Noteholders, the Corporate Services Provider, the Cash Manager, the Account Bank, the RV Top-Up Reserve Account Bank, the Back-Up Facilitator, Black Horse (in its capacities as the Seller, Swap Counterparty, Subordinated Loan Provider and Servicer), the Principal Paying Agent, the Registrar and each other person identified as a secured party by the Deed of Charge for the period of such designation.

**"Securities Act"** means the US Securities Act of 1933.

**"Securitisation Regulation"** means Regulation (EU) 2017/2402.

**"Securitisation Repository"** means:

- (a) until a securitisation repository has been registered under Article 10 of the Securitisation Regulation and appointed by the Issuer in relation to the Notes, the website of European DataWarehouse, being a website that conforms with the requirements set out in Article 7(2) of the Securitisation Regulation; and
- (b) thereafter, the securitisation repository registered under Article 10 of the Securitisation Regulation appointed by the Issuer in relation to the Notes.

**"Security"** means the security constituted by and pursuant to the Deed of Charge, and any further security thereunder.

**"Security Interests"** means the security and other rights and interests created or granted by the Issuer under and pursuant to the Trust Deed and the Deed of Charge, including those which arise by operation of law and Security Interest will mean any one of them.

**"Security Trustee"** means U.S. Bank Trustees Limited or any successor security trustee and/or additional security trustee appointed under the Deed of Charge.

**"Seller"** means Black Horse, in its capacity as seller.

**"Seller Trust Amounts"** means all amounts from time to time standing to the credit of the Collection Account to the extent such amounts represent amounts other than Issuer Trust Amounts or any amounts subject to any other trust arrangement.

**"Servicer"** means Black Horse, in its capacity as servicer, or such other person as may from time to time be appointed as servicer pursuant to the Servicing Agreement.

**"Servicer Termination Event"** means the events specified in clause 14.1 (*Servicer Termination Events*) of the Servicing Agreement.

**"Services"** has the meaning given to it in clause 3.1(a) (*General*) of the Servicing Agreement.

**"Servicing Agreement"** means the servicing agreement dated on or around the Closing Date between, among others, the Servicer, the Issuer, the Back-Up Facilitator and the Security Trustee.

**"Servicing Fee"** means for each Collection Period, the fee payable to the Servicer (inclusive of VAT, if applicable) for services rendered for such Collection Period in an amount equal to the product of:

$$A \times B \times C$$

where:

"A" = 1 per cent., or as may be otherwise agreed between the Servicer and the Issuer or, after the occurrence of an Event of Default, the Security Trustee;

"B" =  $\frac{1}{12}$ ; and

"C" = the Aggregate Outstanding Principal Balance as at the end of the Collection Period ending immediately before the relevant Payment Date,

**provided that**, in the event Black Horse Limited's appointment as Servicer is terminated in compliance with the Servicing Agreement, the Servicing Fee will be such fee as may be negotiated with any Replacement Servicer, as contemplated in the Servicing Agreement.

**"Set-Off Indemnity Amount"** has the meaning given to the term in clause 7.3(a) (*Exercise of set-off, equity or counterclaim by a Customer*) of the Receivables Sale Deed.

**"Severe Deterioration Event"** means all or any part of the property, business, undertakings, assets or revenues of the Seller having an aggregate value in excess of £30 million having been attached as a result of any distress, execution or diligence being levied or any encumbrancer taking possession or similar attachment and such attachment having not been lifted within 30 days, unless such event will not materially prejudice the ability of the Seller to observe or perform its obligations under the Transaction Documents or the enforceability or collectability of the Receivables.

**"SGITA"** means The Supply of Goods (Implied Terms) Act 1973.

**"Solvency II"** means Directive 2009/138/EC of the European Parliament and the Council of 25 November 2009 on the taking-up and pursuit of the business of insurance and reinsurance.

**"Solvency II Regulation"** means the Commission Delegated Regulation (EU) 2015/35 of 10 October 2014 supplementing Solvency II.

**"Standard Form Contract"** means standard form contract used by the Seller on or before the Closing Date as the basis of Receivable Agreements.

**"Sterling"** or **"£"** means the lawful currency of the United Kingdom.

**"Subordinated Loan"** means, together, the Liquidity Reserve Loan, the Issuer Expenses Loan and the RV Top-Up Reserve Loan to be made by the Subordinated Loan Provider to the Issuer pursuant to the Subordinated Loan Note Issuance Agreement.

**"Subordinated Loan Note Issuance Agreement"** means the subordinated loan note issuance agreement between the Issuer and the Subordinated Loan Provider dated on or about the Closing Date.

**"Subordinated Loan Provider"** means Black Horse, in its capacity as subordinated loan provider under the Subordinated Loan Note Issuance Agreement.

**"Subscription Agreement"** means the subscription agreement for the Class A Notes and the Class B Notes offered and sold outside the United States in reliance on Regulation S dated on or about 28 November 2019 between the Issuer, the Arranger, the Lead Manager and the Seller.

**"Subsidiary"** of a company or corporation means any company or corporation:

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation;
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first mentioned company or corporation; or
- (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

**"Surplus Available Principal Collections"** means Available Principal Collections to be applied as Available Interest Collections in accordance with item (v) of the Principal Priority of Payments.

**"Swap Agreement"** means the 1992 ISDA Master Agreement (Multicurrency – Cross Border) dated on or about the Closing Date (together with the schedule, the confirmations relating to the Swap Transaction, the Credit Support Annex, any swap transactions supplements and any amendment agreements thereto) between the Issuer and the Swap Counterparty.

**"Swap Collateral Account"** means the account maintained at the Account Bank (or any successor of such account bank) in the name of the Issuer with sort code 30-80-12, IBAN code GB95LOYD30801219812168, SWIFT LOYDGB21 F09 and account number 19812168 or any other bank account specified as such in compliance with the Account Bank Agreement.

**"Swap Collateral Account Surplus"** means the amounts applied as Available Interest Collections pursuant to the Swap Collateral Account Priority of Payments.

**"Swap Counterparty"** means Black Horse, in its capacity as swap counterparty under the Swap Agreement.

**"Swap Counterparty Default"** means the occurrence of an Event of Default (as defined in the Swap Agreement) where the Swap Counterparty is the Defaulting Party (as defined in the Swap Agreement).

**"Swap Counterparty Downgrade Event"** means the occurrence of an Additional Termination Event (as defined in the Swap Agreement) following the failure by the Swap Counterparty to comply with the requirements of the ratings downgrade provisions set out in the Swap Agreement.

**"Swap Guarantee"** means the deed of guarantee dated on or about the Closing Date granted by the Swap Guarantor in favour of the Issuer.

**"Swap Guarantor"** means Lloyds Bank plc, in its capacity as swap guarantor under the Swap Guarantee.

**"Swap Transaction"** means the interest rate swap transaction entered into between the Issuer and the Swap Counterparty on or about the Closing Date to hedge against the possible variance between the rates of interest payable on the Purchased Receivables and in floating rates of interest payable on the Rated Notes.

**"SWIFT"** means Society for Worldwide Interbank Financial Telecommunication.

**"Tax"** or **"Taxes"** means any form of tax, levy, impost, duty, charge, fee, contribution, deduction or withholding whenever imposed, levied, collected, withheld or assessed by, or payable to, a Tax authority including, without limitation, any tax on gross or net present or future income profit or gains, corporation tax, VAT, stamp duty, stamp duty land tax and any penalty, fine, charge, cost, surcharge and interest included in or relating to any of the above or to any obligation in respect of

any of the above (in all cases, regardless of whether such taxes, duties, levies, charges, fees, imposts, withholdings, penalties, fines, charges, costs surcharges and interest are directly or primarily chargeable against, recoverable from or attributable to the relevant Party or any other person and regardless of whether relevant Party has, or may have, any right of reimbursement against any other person) and "**Taxes**" and "**Taxation**" shall be construed accordingly.

"**Tax Creditors**" means the United Kingdom and any other competent tax authority to which the Issuer owes Taxes.

"**Transaction**" means the transactions contemplated by the Transaction Documents.

"**Transaction Documents**" means:

- (a) the Conditions;
- (b) the Notes;
- (c) the Receivables Sale Deed;
- (d) the Servicing Agreement;
- (e) the Account Bank Agreement;
- (f) the RV Top-Up Reserve Account Bank Agreement;
- (g) the Trust Deed;
- (h) the Deed of Charge;
- (i) the Subordinated Loan Note Issuance Agreement;
- (j) the Cash Management Agreement;
- (k) the Agency Agreement;
- (l) the Corporate Services Agreement;
- (m) the Sale Notice;
- (n) the Back-Up Facilitator Agreement;
- (o) the Swap Agreement;
- (p) the Swap Guarantee;
- (q) the Master Framework Agreement,

and all other documents specified as such by the Transaction Parties.

"**Transaction Parties**" means each party to any of the Transaction Documents.

"**Trust Deed**" means the trust deed dated on or about the Closing Date between the Issuer and the Trustee.

"**Trustee**" means U.S. Bank Trustees Limited or a successor trustee and/or additional trustee appointed under the Trust Deed.

"**UK**" means the United Kingdom of Great Britain and Northern Ireland.

"**United States**" has the meaning ascribed to it in Regulation S.

"**US Internal Revenue Code**" means the US Internal Revenue Code of 1986.

"**US Person**" has the meaning ascribed to it in Regulation S.

**"US Risk Retention Rules"** means Regulation RR (17 C.F.R Part 246) implementing the risk retention requirements of Section 15G of the US Securities Exchange Act of 1934, as amended, adopted under the requirements of Section 941 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

**"Used Vehicle"** means a Vehicle identified as a used motor vehicle under the Credit and Collection Procedures.

**"Variation"** means any amendment or variation to the terms of a Related Receivable Agreement after the Cut-Off Date.

**"VAT"** means:

- (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

**"Vehicle"** means a New Vehicle or Used Vehicle which is the object of financing by the Seller under the Purchased Receivable Agreements and listed by its vehicle identification number in the List of Receivables.

**"Vehicle Proceeds"** means the proceeds derived from (including by way of sale or otherwise) any Vehicle returned to or recovered by or on behalf of the Seller;

**"Vehicle Sale Contract"** means a contract made by Black Horse with a third party for sale of a Vehicle after the return or repossession of such Vehicle from the Customer.

**"VT Receivable"** means any Purchased Receivable in relation to which a Customer serves a notice to the Seller pursuant to Section 99 of the CCA.

**"Written Resolution"** means a resolution in writing signed by or on behalf of the Noteholders of not less than 75 per cent. in aggregate Principal Amount Outstanding of the Notes which resolution may be contained in one document or several documents in the same form, each signed by or on behalf of one or more such Holders of the Notes.

**"Written-Off Receivable"** means a Receivable which is written-off under the Credit and Collection Procedures.

## TAXATION

### United Kingdom Taxation

#### *General*

The following summary is a general discussion based on current UK law and practice. It relates only to withholding tax. It is not a complete analysis of all tax considerations relating to the Rated Notes and should be treated with appropriate caution. This discussion does not address any other UK tax considerations which may be relevant to a holder or prospective holder of the Rated Notes, (for example income tax, capital gains tax or corporation tax). This overview is based on the laws of England and Wales currently in force and as applied on the date of this Prospectus, which are subject to change, possibly also with retroactive or retrospective effect.

The comments relate only to the position of persons who are absolute beneficial owners of the Rated Notes. The following is a general guide for information purposes and should be treated with appropriate caution. It is not intended as tax advice and it does not purport to describe all of the tax considerations that may be relevant to a prospective purchaser. Noteholders who are in any doubt as to their tax position should consult their professional advisers. Noteholders who may be liable to taxation in jurisdictions other than the United Kingdom in respect of their acquisition, holding or disposal of the Rated Notes are particularly advised to consult their professional advisers as to whether they are so liable (and if so under the laws of which jurisdictions), since the following comments relate only to certain United Kingdom taxation aspects of payments in respect of the Rated Notes. In particular, Noteholders should be aware that they may be liable to taxation under the laws of other jurisdictions in relation to payments in respect of the Rated Notes even if such payments may be made without withholding or deduction for or on account of taxation under the laws of the United Kingdom.

You should also read "*Risk Factors*" in conjunction with this section.

#### *Withholding tax on interest paid under the Notes*

Interest on the Rated Notes will be payable without withholding or deduction for or on account of United Kingdom income tax **provided that** the Rated Notes are and remain listed on a "recognised stock exchange" within the meaning of section 1005 of the Income Tax Act 2007 ("**ITA 2007**"). The London Stock Exchange is currently "a recognised stock exchange". **Provided that** the Rated Notes are and remain admitted to trading on the Main Market of the London Stock Exchange, and the London Stock Exchange continues to be a "recognised stock exchange" for the purposes of section 1005 ITA 2007, the interest on the Rated Notes will be payable without withholding or deduction for or on account of United Kingdom income tax.

If the Rated Notes cease to be listed on a "recognised stock exchange", an amount may need to be withheld for or on account of United Kingdom income tax at the basic rate, currently 20 per cent, from interest paid on them, subject to (a) a direction to the contrary from HM Revenue and Customs related to such relief as may be available under the terms of an applicable double taxation treaty, or (b) certain other exceptions.

Where interest has been paid under deduction of United Kingdom income tax, noteholders who are not resident in the United Kingdom may be able to recover all or part of the tax deducted if there is an appropriate provision in any applicable double taxation treaty.

The references to "interest" above mean "interest" as understood in United Kingdom tax law. The statements above do not take any account of any different definitions of "interest" or "principal" which may prevail under any other law or which may be created by the terms and conditions of the Rated Notes or any related documentation.

The above description of the United Kingdom withholding tax position assumes that there will be no substitution of the Issuer pursuant to Note Condition 12(d) and does not consider the tax consequences of any such substitution.

#### **FATCA**

Pursuant to certain provisions of the US 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 jurisdiction of the Issuer) 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 the date that is two years after the publication of the final regulations defining "foreign passthru payment" and Notes 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 US Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the Issuer). 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

### Purchase of the Notes

Lloyds Bank Corporate Markets plc as the Lead Manager will subscribe for the entire initial principal amount of the Class A Notes, at an issue price of 100 per cent. of their initial principal amount, and the entire initial principal amount of the Class B Notes, at an issue price of 100 per cent. of their initial principal amount, under the Subscription Agreement.

The Subscription Agreement is subject to a number of conditions and may be terminated by the Lead Manager in certain circumstances before payment for the Rated Notes to the Issuer.

The Class S Notes will be purchased by Black Horse, as the originator, under the Junior Note Purchase Agreement. Black Horse will retain on an ongoing basis a material net economic interest of not less than 5 per cent. in this securitisation transaction in compliance with article 6 of the Securitisation Regulation, by the retention by Black Horse of the Class S Notes which is equivalent to no less than 5 per cent. of the nominal amount of the securitised exposures.

No action has been taken in any jurisdiction that would permit a public offering of the Notes, or possession or distribution of this Prospectus or other offering materials, in any country or jurisdiction where action for the purpose is required. The Lead Manager under the Subscription Agreement and Black Horse under the Junior Note Purchase Agreement will to the best of their knowledge comply with all relevant securities laws and directives in each jurisdiction in which they purchase Notes or have in their possession this Prospectus or other offering materials.

The transaction described in this Prospectus is not intended to involve the retention by a sponsor of at least 5 per cent. of the credit risk of the securitised assets for purposes of compliance with the US Risk Retention Rules, but rather intends to rely on an exemption under Section 20 of the US Risk Retention Rules regarding non-US transactions.

Except with the prior written consent of the Seller and where such sale falls within the exemption provided by Section 20 of the US Risk Retention Rules, the Notes offered and sold by the Issuer may not be purchased by, or for the account or benefit of, any "US person" as defined in the US Risk Retention Rules. Under the US Risk Retention Rules, and subject to limited exceptions, "US person" means any of the following:

- Any natural person resident in the United States;
- Any partnership, corporation, limited liability company, or other organization or entity organized or incorporated under the laws of any State or of the United States;<sup>1</sup>
- Any estate of which any executor or administrator is a US person (as defined under any other clause of this definition);
- Any trust of which any trustee is a US person (as defined under any other clause of this definition);
- Any agency or branch of a foreign entity located in the United States;
- 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 US person (as defined under any other clause of this definition);
- Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and
- Any partnership, corporation, limited liability company, or other organization or entity if:
  - Organized or incorporated under the laws of any foreign jurisdiction; and

---

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

- Formed by a "US person" (as defined under any other clause of this definition) principally for the purpose of investing in securities not registered under the Securities Act.<sup>2</sup>

The material difference between the definitions of "US person" under Regulation S and under the US Risk Retention Rules is that (1) a "US person" under Regulation S includes any partnership or corporation that is organized or incorporated under the laws of any foreign jurisdiction formed by one or more "US persons" (as defined in Regulation S) principally for the purpose of investing in securities that are otherwise offered within the United States pursuant to an applicable exemption under the Securities Act unless it is organized or incorporated and owned by accredited investors (as defined in Rule 501(a) of Regulation D under the Securities Act) who are not natural persons, estates or trusts, while (2) any organization or entity described in (1) is treated as a "US person" under the US Risk Retention Rules, regardless of whether it is so organized and owned by accredited investors (as defined in Rule 501(a) of Regulation D under the Securities Act) who are not natural persons, estates or trusts.

Each purchaser of Notes, including beneficial interests in such Notes will be deemed, and in certain circumstances will be required, to have made certain representations and agreements, including that it (1) is not a Risk Retention US Person (unless it has obtained a prior written consent of the Seller); (2) is acquiring such Note or a beneficial interest in such Notes for its own account and not with a view to distribute such note; and (3) is not acquiring such Note or a beneficial interest in such Note as part of a scheme to evade the requirements of the US Risk Retention Rules. Each prospective investor will be required to make these representations as a condition to placing any order to purchase the Notes. The Issuer, the Seller and the Lead Manager will rely on these representations, without further investigation.

### **Selling Restrictions**

The Lead Manager represents and agrees to the Issuer and the Seller in the Subscription Agreement the following with respect to Notes being offered by this Prospectus:

#### *General*

Subject to being entitled to rely on the representations from each prospective investor relating to its status as a Risk Retention US Person without further investigation, and in reliance on the Seller regarding the sale of any Notes, to, or for the account or benefit of, Risk Retention US Persons (as consented to by the Seller) under the "foreign offering" exemption from the US Risk Retention Rules, the Lead Manager will not, directly or indirectly, offer, sell or deliver any of the Notes or distribute the Prospectus, the preliminary Prospectus or any other offering material relating to the Notes, in or from any jurisdiction except under circumstances that will result in compliance with the applicable laws and regulations of such jurisdiction.

#### *United States*

The Notes have not been and will not be registered under the Securities Act and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, US Persons, except under an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state or local securities laws and under circumstances designed to preclude the Issuer from having to register under the Investment Company Act.

The Lead Manager has not offered, sold or delivered the Notes, and will not offer and sell the Notes (i) as part of their distribution at any time and (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 any US Person (as defined in Regulation S), except in compliance with Rule 903 of Regulation S. Neither the Lead Manager, its respective affiliates (as defined in Rule 501(b) of Regulation D under the Securities Act, or "affiliates"), or any persons acting on its or their behalf have engaged or will engage in any (i) directed selling efforts (within the meaning of Regulation S) with respect to the Notes, and the Lead Manager, its respective affiliates and any such persons have complied and will comply with the offering restrictions requirement of Regulation S, and (ii) general solicitation or general advertising within the meaning of Rule 501(a) under the Securities Act with respect to the Notes. In addition, until the expiration of the Distribution Compliance Period, any offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the

<sup>2</sup> The comparable provision from Regulation S is: "(viii)(B) formed by a US 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."

registration requirements of the Securities Act if such offer or sale is made other than in accordance with Regulation S or pursuant to another available exemption from registration under the Securities Act.

At or prior to confirmation of sales of the Notes offered by this Prospectus, the Lead Manager agrees that it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period (as defined in Regulation S) a confirmation or notice to substantially the following effect:

"The Notes offered under this Prospectus have not been and will not be registered under the Securities Act or the securities laws of any state of the United States, and may not be offered or sold within the United States or to, or for the account or benefit of, US persons by any person referred to in Rule 903(b)(2)(iii) of Regulation S under the Securities Act (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering of the Notes and the date of closing of the relevant offering except in either case in compliance with Regulation S under the Securities Act."

Terms used in paragraphs above have the meaning given to them by Regulation S under the Securities Act.

#### *US Risk Retention Rules*

The Lead Manager shall only, directly or indirectly, sell and deliver the Notes to a prospective investor in the Notes who (a) has provided representations to the Issuer and the Seller relating to its status as a Risk Retention US Person and (b) has been approved by the Seller as a person to whom a sale is to be made. Each prospective investor will be required to provide such representations to the Issuer and the Seller relating to its status as a Risk Retention US Person: (a) from the time of the announcement of the securitisation transaction involving the issuance of the Notes and (b) if such representations have not been previously made, as a condition to placing any offer to purchase the Notes. The Lead Manager, the Issuer and the Seller will rely on the representations each prospective investor will be required to make as outlined in the immediately preceding sentence without further investigation.

In addition, each purchaser of a Note or a beneficial interest in a Note will be deemed to have represented and agreed that it is acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Notes and it is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the US Risk Retention Rules (including acquiring such Note through a non-Risk Retention US Person, rather than a Risk Retention US Person, as part of a scheme to evade the 10 per cent. Risk Retention US Person limitation in the exemption provided for in Section 20 of the US Risk Retention Rules).

See also "*Transfer Restrictions and Investor Representations*" below.

#### *United Kingdom*

The Lead Manager has represented, warranted and agreed that:

- it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of the Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

#### *Public Offers Generally*

Other than the approval of the Prospectus by the UK Listing Authority, the filing of the Prospectus with the UK Listing Authority and making the Prospectus available to the public in accordance with the Prospectus Regulation, no action has been or will be taken in any jurisdiction by the Issuer or the Lead Manager that would, or is intended to, permit a public offering of the Notes, or possession or distribution of the Prospectus or any other offering materials, in any country or jurisdiction where action for that purpose is required. The Notes are not intended for investment by retail investors and the Prospectus has not been prepared for distribution to retail investors. No document has been prepared in relation to the Class S Notes that would constitute a prospectus for the purposes of the Prospectus Regulation.

*Prohibition of Sales to EEA Retail Investors*

The Lead Manager represents, warrants and agrees that it has not offered, sold or otherwise made available, and will not offer, sell or otherwise make available, any Notes to any retail investor in the European Economic Area. For the purposes of this section, the expression "**retail investor**" means a person who is one (or more) of the following:

- (a) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or
- (b) a customer within the meaning of Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

## TRANSFER RESTRICTIONS AND INVESTOR REPRESENTATIONS

### Offers and Sales by the Purchasers

The Notes (including interests therein represented by a Global Note, a Definitive Note or a beneficial interest in the Global Notes recorded by Euroclear or Clearstream, Luxembourg (a "**Book-Entry Interest**")) may only be offered, sold, resold, delivered or transferred: (i) outside the United States to a non US person (as defined in Regulation S) in an offshore transaction in reliance on Rule 903 or 904 of Regulation S; or (ii) following the expiration of the Distribution Compliance Period, pursuant to an applicable exemption from the registration requirements of the Securities Act and in accordance with any applicable securities law of any state of the United States.

### Investor Representations and Restrictions on Resale

By its purchase of the Notes, each purchaser of the Notes (each initial purchaser, together with each subsequent transferee are referred to herein as the "**Purchaser**", which term for the purposes of this section will be deemed to include any interests in the Notes, including Book-Entry Interests) will be deemed to have represented and agreed to the following (undefined terms used in this section that are defined in Regulation S are used herein as defined therein):

- (a) the purchaser is located outside the United States and is not a US person (as defined under Regulation S) or an affiliate of the Issuer or a person acting on behalf of such an affiliate and is acquiring such Notes for its own account or as a fiduciary or agent for other non-US persons in an offshore transaction (as defined under Regulation S) pursuant to an exemption from registration provided by Regulation S;
- (b) the Notes have not been and will not be registered under the Securities Act and such Notes are being offered only in a transaction that does not require registration under the Securities Act and, if such purchaser decides to resell or otherwise transfer such Notes, then it agrees that it will offer, resell, pledge or transfer such Notes only: (i) to a purchaser who is not a US Person (as defined in Regulation S) or an affiliate of the Issuer or a person acting on behalf of such an affiliate, and who is not acquiring the Notes for the account or benefit of a US Person (as defined in Regulation S) and who is acquiring the Notes in an offshore transaction pursuant to an exemption from registration in accordance with Rule 903 or Rule 904 of Regulation S; or (ii) pursuant to an effective registration statement under the Securities Act; or (iii) pursuant to another exemption from the registration requirements of the Securities Act, in each case in accordance with any applicable securities laws of any state or other jurisdiction of the United States; provided, that the agreement of such purchaser is subject to any requirement of law that the disposition of the purchaser's property shall at all times be and remain within its control;
- (c) if the Purchaser purchased the Notes during the initial syndication of the Notes, it (1) either (i) is not a Risk Retention US Person or (ii) has obtained the prior written consent of the Seller (a "**US Risk Retention Consent**"), (2) is acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Notes and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the US Risk Retention Rules (including acquiring such Note through a non-Risk Retention US Person, rather than a Risk Retention US Person, as part of a scheme to evade the 10 per cent. Risk Retention US Person limitation in the exemption provided for in Section 20 of the US Risk Retention Rules);
- (d) unless the relevant legend set out below has been removed from the Notes such purchaser shall notify each transferee of Notes (as applicable) from it that: (i) such Notes have not been registered under the Securities Act; (ii) the holder of such Notes is subject to the restrictions on the resale or other transfer thereof described in paragraph (a), (b) and (c) above; (iii) such transferee shall be deemed to have represented that such transferee is a non-US Person (as defined in Regulation S) and acquiring the Notes in an offshore transaction and that such transfer is made pursuant to an exemption from registration in accordance with Rule 903 or Rule 904 of Regulation S; and (iv) such transferee shall be deemed to have agreed to notify its subsequent transferees as to the foregoing;
- (e) the Notes and related documentation may be amended or supplemented from time to time to modify the restrictions on and procedures for resales and other transfers of the Notes to reflect any change in

applicable law or regulation (or the interpretation thereof) or in practices relating to the resale or transfer of securities such as the Notes generally, and that it will be deemed, by its acceptance of such Notes, to have agreed to any such amendment or supplement;

- (f) the Issuer may receive a list of participants holding positions in its securities from one or more book entry depositaries, and that those participants may further disclose to the Issuer the names and positions of holders of its securities;
- (g) it will promptly: (i) inform the Issuer if, during any time it holds a Note, there shall be any change in the acknowledgements, representations and agreements contained above or if they shall become false for any reason; and (ii) deliver to the Issuer such other representations and agreements as to such matters as the Issuer may, in the future, request in order to comply with applicable law and the availability of any exemption therefrom; and
- (h) the Issuer, the Registrar, the Arranger, the Lead Manager and their affiliates and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements.

Each Purchaser understands that: (i) the sale of the Notes (including interests therein represented by a Global Note, a Definitive Note or a Book-Entry Interest) to it is being made in reliance on Regulation S; and (ii) the Notes (including interests therein represented by a Global Note, a Definitive Note or a Book-Entry Interest) may not be reoffered, resold, pledged or otherwise transferred except in accordance with the legend set forth below:

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES OR ANY OTHER RELEVANT JURISDICTION AND IS SUBJECT TO UNITED STATES TAX LAW REQUIREMENTS, AND, AS A MATTER OF US LAW, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A US PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) (1) AS PART OF THEIR DISTRIBUTION AT ANY TIME OR (2) OTHERWISE PRIOR TO THE DATE THAT IS 40 DAYS AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING OF THE NOTES AND THE CLOSING OF THE OFFERING OF THE NOTES, EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND OTHERWISE IN ACCORDANCE WITH UNITED STATES TAX LAW REQUIREMENTS.

EXCEPT WITH THE PRIOR WRITTEN CONSENT OF BLACK HORSE LIMITED (A "**US RISK RETENTION CONSENT**") AND WHERE SUCH SALE FALLS WITHIN THE EXEMPTION PROVIDED BY SECTION 20 OF THE FINAL RULES PROMULGATED UNDER SECTION 15G OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (THE "**US RISK RETENTION RULES**"), ANY NOTES OFFERED AND SOLD BY THE ISSUER MAY NOT BE PURCHASED BY, OR FOR THE ACCOUNT OR BENEFIT OF, ANY "US PERSON" AS DEFINED IN THE US RISK RETENTION RULES ("**RISK RETENTION US PERSONS**").

PROSPECTIVE INVESTORS SHOULD NOTE THAT THE DEFINITION OF "US PERSON" IN THE US RISK RETENTION RULES IS DIFFERENT FROM THE DEFINITION OF "US PERSON" IN REGULATION S, AND PERSONS WHO ARE NOT "US PERSONS" UNDER REGULATION S MAY BE US PERSONS UNDER THE US RISK RETENTION RULES. ANY PURCHASER OF THE NOTES, INCLUDING BENEFICIAL INTERESTS THEREIN ACQUIRED IN THE INITIAL SYNDICATION OF THE NOTES, BY ITS ACQUISITION OF THE NOTES OR BENEFICIAL INTEREST THEREIN, WILL BE DEEMED, AND IN CERTAIN CIRCUMSTANCES REQUIRED, TO MAKE CERTAIN REPRESENTATIONS AND AGREEMENTS, INCLUDING THAT IT (1) IS NOT A RISK RETENTION US PERSON (UNLESS IT HAS OBTAINED A PRIOR WRITTEN CONSENT OF BLACK HORSE LIMITED), (2) IS ACQUIRING SUCH NOTE OR A BENEFICIAL INTEREST THEREIN FOR ITS OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE SUCH NOTE, AND (3) IS NOT ACQUIRING SUCH NOTE OR A BENEFICIAL INTEREST THEREIN AS PART OF A SCHEME TO EVADE THE REQUIREMENTS OF THE US RISK RETENTION RULES (INCLUDING ACQUIRING SUCH NOTES OR A BENEFICIAL INTEREST THEREIN THROUGH A NON-RISK RETENTION US PERSON, RATHER THAN A RISK RETENTION US PERSON, AS PART OF A SCHEME TO EVADE THE 10 PER CENT. RISK RETENTION

US PERSON LIMITATION IN THE EXEMPTION PROVIDED FOR IN SECTION 20 OF THE US RISK RETENTION RULES).

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 MANUFACTURER'S TARGET MARKET ASSESSMENT; HOWEVER, A DISTRIBUTOR SUBJECT TO MIFID II IS RESPONSIBLE FOR UNDERTAKING ITS OWN TARGET MARKET ASSESSMENT IN RESPECT OF THE NOTES (BY EITHER ADOPTING OR REFINING THE MANUFACTURER'S TARGET MARKET ASSESSMENT) AND DETERMINING APPROPRIATE DISTRIBUTION CHANNELS.

THE NOTES ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTORS IN THE EUROPEAN ECONOMIC AREA, OR "**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 2016/97/EU, WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II. CONSEQUENTLY, NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION (EU) NO. 1286/2014 (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.

THE PURCHASER IS HEREBY NOTIFIED THAT THE ISSUER MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN ITS SECURITIES FROM ONE OR MORE BOOK ENTRY DEPOSITARIES, AND THAT THOSE PARTICIPANTS MAY FURTHER DISCLOSE TO THE ISSUER THE NAMES AND POSITIONS OF HOLDERS OF ITS SECURITIES.

**Because of the foregoing restrictions, purchasers of Notes are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of such securities offered and sold.**



## GENERAL INFORMATION

1. The Legal Entity Identifier (LEI) code of the Issuer is 21380029WJFUM99THL82.
2. The issue of the Notes has been authorised by a resolution of the board of directors of the Issuer passed on 27 November 2019.
3. It is expected that listing of the Rated Notes offered by this Prospectus on the FCA's Official List will be granted on or before the Closing Date, subject only to the issue of the Notes.
4. The Issuer is not and has not been involved in governmental, legal or arbitration proceedings (including proceedings which are pending or threatened of which the Issuer is aware) which may have or have had, since its incorporation, a significant effect on the financial position or results of the Issuer.
5. Since the date of the Issuer's incorporation, there has been no material adverse change in the financial position or prospects of the Issuer and no significant change in its trading or financial position.
6. The expenses related to the application for admission to trading are expected to be £7,500 (including applicable VAT).
7. For the duration of the securitisation transaction, copies of the following documents will be available for inspection by the Noteholders, in printed or electronic form, at the office of the Principal Paying Agent and the registered office of the Issuer during usual business hours on a weekday (public holidays excepted):
  - the memorandum and articles of association of the Issuer;
  - the annual financial statements of the Issuer, as soon as published;
  - each Monthly Report;
  - this Prospectus;
  - the Master Framework Agreement;
  - the Agency Agreement;
  - the Trust Deed;
  - the Subordinated Loan Note Issuance Agreement;
  - the Deed of Charge;
  - the Receivables Sale Deed;
  - the Servicing Agreement;
  - the Cash Management Agreement;
  - the Account Bank Agreement;
  - the RV Top-Up Reserve Account Bank Agreement;
  - the Swap Agreement;
  - the Swap Guarantee;
  - the Back-Up Facilitator Agreement; and
  - the Corporate Services Agreement.

In addition, some of the documents above may also be made available from time to time in electronic form on a website indicated in the Monthly Reports prepared by the Servicer.

The Issuer has not started trading and has not published an opening balance sheet or annual financial statements and has not published and does not intend to publish interim financial statements. It is anticipated that the first published annual financial statements of the Issuer will be for the year ending 31 December 2019. As soon as published, such financial statements and all future financial statements of the Issuer will be available, free of charge, at the office of the principal paying agent.

8. The Issuer's auditors are PricewaterhouseCoopers whose address is at 7 More London Riverside, London SE1 2RT, United Kingdom.
9. The Issuer does not intend to provide post-issuance information on the Notes or the collateral other than what is set out in the Servicing Agreement regarding reporting duties.
10. The Issuer confirms that the assets backing the issue of the Notes have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Notes. However, investors are advised that this confirmation is based on the information available to the Issuer at the date of this Prospectus and may be affected by the future performance of such assets backing the issue of the Notes. Consequently investors are advised to review carefully any disclosure in the Prospectus together with any amendments or supplements thereto.
11. The Rated Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The table below lists the Common Codes and ISIN for the Notes.

	<u>ISIN</u>	<u>Common Code</u>
Class A Notes.....	XS2061883752	206188375
Class B Notes.....	XS2061883836	206188383

## INDEX OF DEFINED TERMS

£	169		
Accelerated Priority of Payments	126, 150	Class B Margin	154
Account Bank	110, 150	Class B Noteholder	121, 154
Account Bank Agreement	150	Class B Notes	ii, 120, 154
accountholder	80	Class B Principal Deficiency	154
Accountholder	121, 150, 161	Class B Principal Deficiency Ledger	154
Additional Account	150	Class S Interest Rate	154
Affected Investor	37	Class S Margin	131
Affiliate	150	Class S Noteholder	121, 154
Agency Agreement	120, 150	Class S Notes	ii, 120, 154
Agent	150	Class S Principal Deficiency	122, 154
Agents	150	Class S Principal Deficiency Ledger	154
Aggregate Outstanding Principal Balance	150	Clean-Up Call	154
Alternative Base Rate	144	Clearing System	154
Ancillary Rights	151	Clearing System Business Day	79
APR	20	Clearstream, Luxembourg	vi, 154
Arranger	151	Closing Date	ii, 4, 154
Article 50 Withdrawal Agreement	23	Collateral Option	47
Auditors	151	Collection Accounts	154
Authorised Investments	151	Collection Accounts Trust	154
Authorised Verification Agent	38	Collection Agent	155
Available Funds	84, 152	Collection Period	155
Available Interest Collections	84, 152	Collections	155
Available Principal Collections	85, 152	Collections Account Declaration of Trust	105
Back-Up Facilitator	153	Common Safekeeper	79, 155
Back-Up Facilitator Agreement	153	Compounded Daily SONIA	131, 155
Back-Up Facilitator Downgrade Event	106	Condition	155
Back-Up Facilitator Termination Event	106	Conditions	120, 155
Back-Up Servicer	153	Confidential Information	155
Bank Rate	132	Consumer Protection Regulations	35
Base Rate Modification	144	Controlling Class	12, 155
Base Rate Modification Certificate	144	Corporate Services Agreement	155
Basel III	41	Corporate Services Provider	155
Basic Terms Modification	141, 153	CPR	117
Benchmarks Regulation	v	CRA Regulation	ii, 155
Black Horse	ii, vii, 54, 153	CRA15	35
Book-Entry Interest	179	CRA3	ii, 155
Business Day	153	CRA3 Requirements	142
Calculation Date	153	CRD	41
Calculation Period	153	CRD IV	41
Capital Requirements Regulation	99	Credit and Collection Procedures	155
Car Data Register	153	credit risk	38
Cash Management Agreement	153	Credit Support Annex	155
Cash Manager	153	CRR	41
Cash Manager Termination Event	106, 153	Customer	ii, 155
CCA	31, 153	Customer Data	155
CCA Compensation Amount	153	Customers	6
CCA Compensation Payment	153	Cut-Off Date	155
CDR Team	56	d	132
Change of Control Event	106, 154	Day Count Fraction	133
Charged Property	120, 154	DBRS	ii, 155
Class	154	Dealer	156
Class A Margin	131, 154	Dealer Contract	156
Class A Noteholder	121, 154	Deed of Charge	120, 156
Class A Notes	ii, 120, 154	Defaulted Receivable	156
Class A Principal Deficiency	122, 154	Deferred Purchase Price	156
Class A Principal Deficiency Ledger	154	Deficiency	122, 156
Class A Principal Deficiency Limit	122	Definitive Notes	vi, 156
		Delinquent Receivable	156

Distribution Account .....	156	Issuer Power of Attorney .....	160
Distribution Compliance Period .....	176	Issuer Trust Amounts .....	105, 160
distributor .....	ix, 181	ITA 2007 .....	173
d <sub>o</sub> 132		Junior Note Purchase Agreement .....	160
Early Settlement Regulations .....	32	LCR Regulation .....	99
Early Termination Date .....	92	Lead Manager .....	160
ECB .....	29	LIBOR .....	28
EEA .....	iii, viii, ix, 181	Liquidity Reserve Account .....	160
Eligibility Criteria .....	156	Liquidity Reserve Fund .....	160
EMIR .....	39	Liquidity Reserve Fund Required Amount ...	160
Encumbrance .....	156	Liquidity Reserve Loan .....	112, 160
Enforcement Notice .....	156	List of Receivables .....	160
ESMA .....	ii, iv	Lloyds Bank .....	74
EU Insolvency Regulation .....	156	Lloyds Bank Group .....	74
EU Retention Requirements .....	iii	Lloyds Banking Group .....	160
Euroclear .....	156	London Banking Day .....	132
Eurosystem eligible collateral .....	29	London Stock Exchange .....	160
Eurozone .....	24	Mandatory Early Part Redemption Amount .	160
Event of Default .....	12, 81, 138, 156	Margin .....	160
Excluded Rights .....	156	Master Definitions and Common Terms	
Extraordinary Resolution .....	157	Agreement .....	160
FATCA .....	157	Material Adverse Effect .....	161
FATCA Deduction .....	157	MiFID II .....	i, ix, 178
FATCA Exempt Party .....	157	Minimum Rate of Interest .....	161
FCA .....	iii, 54	Modification Certificate .....	142, 161
Final Legal Maturity Date .....	157	Monthly Report .....	161
Final Receivables .....	157	New Vehicle .....	161
Final Repurchase Price .....	157	ni 132	
Financed Vehicles .....	6, 157	Non-Compliant Receivable .....	161
FOS .....	33	Non-Eligible Receivable .....	99
FSMA .....	31, 54, 157	Non-Permitted Variation .....	14, 161
GFV .....	55	Non-Responsive Rating Agency .....	147, 165
Global Note .....	vi, 157	Noteholder .....	121, 161
Governmental Authority .....	157	Noteholders .....	121
Holder .....	121, 161	Notes .....	i, 120, 121, 161
Holders .....	121	NSS .....	iv, vi, 79, 162
Holding Company .....	158	Observation Period .....	132
Holdings .....	158	Opinion of Counsel .....	162
HP .....	54	Optional Final Payment .....	162
i 132		Ordinary Resolution .....	162
ICSD .....	15, 158	OTC .....	39
ICSDs .....	158	outstanding .....	162
IGA .....	157	Outstanding Principal Balance .....	163
Implementing Law .....	157	Party .....	163
Incentive Fee .....	158	Paying Agent .....	163
Initial DBRS Required Rating .....	46	Paying Agents .....	120
Initial Purchase Price .....	158	Payment Date .....	163
Insolvency Event .....	158	Payment Dates .....	5
Insolvency Official .....	159	PCP .....	54
Interest Amount .....	133, 159	PCP Agreements .....	55
Interest Collections .....	159	PCP Handback Receivable .....	163
Interest Collections Shortfall .....	159	PCP Handback Vehicle .....	163
Interest Element .....	159	Perfection Event .....	163
Interest Period .....	159	Permitted Exceptions .....	163
Interest Priority of Payments .....	123, 159	Permitted Variation .....	163
Investment Company Act .....	vi	Portfolio .....	ii, 163
Irrecoverable VAT .....	159	Potential Event of Default .....	164
Issuer .....	120, 159	PRA .....	36, 74
Issuer Accounts .....	160	Prepayments .....	116
Issuer Expenses Loan .....	112, 160	PRIIPs Regulation .....	ix, 181

Principal Amount Outstanding .....	164	Sale Notice .....	122, 168
Principal Collections .....	164	SEC .....	i, 39
Principal Deficiency Ledger .....	164	Secured Obligations .....	168
Principal Element .....	164	Secured Parties .....	168
Principal Paying Agent .....	120, 164	Securities Act .....	i, vi, 168, 180
Principal Priority of Payments .....	125, 164	Securitisations Regulation .....	168
Priority of Payments .....	164	Securitisations Repository .....	168
Prospectus .....	164	securitization transaction .....	38
Prospectus Regulation .....	iii	securitized assets .....	38
Purchased Receivable .....	164	Security .....	120, 168
Purchased Receivable Agreement .....	164	Security Interests .....	168
Purchased Receivables .....	122, 164	Security Trustee .....	120, 168
Qualified Institution .....	164	Seller .....	ii, 122, 168
RAO .....	31	Seller Trust Amounts .....	105, 168
Rate of Interest .....	165	Servicer .....	122, 168
Rated Notes .....	i, 120	Servicer Standard of Care .....	100
Rated Notes Redemption Date .....	165	Servicer Termination Event .....	104, 169
Rating Agencies .....	165	Services .....	169
Rating Agency Confirmation .....	165	Servicing Agreement .....	122, 169
Receivable .....	166	Servicing Fee .....	169
Receivable Agreement .....	165	Set-Off Indemnity Amount .....	99, 169
Receivable Agreements .....	6	Severe Deterioration Event .....	169
Receivables .....	4, 165	SGITA .....	169
Receivables Indemnity Amount .....	166	Solvency II .....	169
Receivables Sale Deed .....	122, 166	Solvency II Regulation .....	iii, 169
Receivables Warranties .....	166	SONIA .....	132
Receiver .....	166	SONIA reference rate .....	132
Records .....	166	SONIAi-5LBD .....	132
Recoveries .....	166	sponsor .....	38
Register .....	121, 166	Standard Form Contract .....	169
Registrar .....	120, 166	Sterling .....	169
Regulation S .....	i, viii, 166	STS .....	37
Related Receivable Agreement .....	166	STS Assessment .....	38
Related Vehicle .....	166	STS Notification .....	38
Relevant Date .....	166	STS Requirements .....	38
Relevant Entity .....	36	STS Securitisation .....	44
Relevant Party .....	159	Subordinated Loan .....	169
Relevant Screen Page .....	132	Subordinated Loan Note Issuance Agreement .....	169
Remaining Interest Collections Shortfall .....	166	Subordinated Loan Provider .....	169
Replacement Servicer .....	167	Subscription Agreement .....	170
Replacement Swap Agreement .....	167	Subsequent DBRS Required Rating .....	46
Replacement Swap Premium .....	167	Subsidiary .....	170
Repurchase Price .....	167	Surplus Available Principal Collections .....	170
Repurchased Receivables .....	167	Swap Agreement .....	170
Requesting Party .....	165	Swap Collateral .....	108
Responsible Person .....	167	Swap Collateral Account .....	170
retail investor .....	178	Swap Collateral Account Priority of Payments .....	92
Retained Amount .....	167	Swap Collateral Account Surplus .....	170
Risk Retention US Person .....	viii	Swap Counterparty .....	170
Risk Retention US Persons .....	38, 167, 180	Swap Counterparty Default .....	170
RV Top-Up Reserve Account .....	167	Swap Counterparty Downgrade Event .....	170
RV Top-Up Reserve Account Bank .....	111	Swap Counterparty Required Ratings .....	108
RV Top-Up Reserve Drawn Amount .....	167	Swap Counterparty Required Ratings Downgrade .....	107
RV Top-Up Reserve Fund .....	168	Swap Counterparty Subordinated Amounts .....	109
RV Top-Up Reserve Fund Required Amount .....	168	Swap Guarantee .....	107, 170
RV Top-Up Reserve Loan .....	112, 168	Swap Guarantor .....	170
RV Top-Up Reserve Loan Interest Shortfall .....	113	Swap Replacement Premium .....	109
RV Top-Up Threshold Amount .....	115, 168		
S&P .....	ii, 168		

Swap Tax Credit.....	109	US FATCA .....	157
Swap Transaction .....	107, 170	US Internal Revenue Code.....	171
SWIFT .....	170	US Person .....	viii, 171
Tax.....	170	US Risk Retention Consent.....	179, 180
Tax Creditors.....	171	US Risk Retention Rules .....	iv, 172, 180
Taxation.....	171	Used Vehicle.....	172
Taxes .....	170, 171	UTCC Regulations.....	35
Transaction .....	171	Variation .....	172
Transaction Documents .....	120, 171	VAT .....	172
Transaction Parties .....	171	Vehicle.....	172
Trust Deed.....	120, 171	Vehicle Proceeds.....	172
Trustee.....	120, 171	Vehicle Sale Contract .....	172
TSC Regulations.....	42	Volcker Rule .....	vi
UCPD .....	35	VT Receivable .....	172
UK.....	171	Written Resolution.....	172
United States .....	171	Written-Off Receivable.....	172

**REGISTERED OFFICE OF THE ISSUER**

**Cardiff Auto Receivables Securitisation 2019-1 plc**  
35 Great St. Helen's  
London EC3A 6AP

**SELLER, SERVICER AND CASH MANAGER**

**Black Horse Limited**  
25 Gresham Street  
London EC2V 7HN

**TRUSTEE AND SECURITY TRUSTEE**

**U.S. Bank Trustees Limited**  
Fifth Floor, 25 Old Broad Street  
London EC2N 1AR

**ACCOUNT BANK**

**Lloyds Bank plc**  
25 Gresham Street  
London EC2V 7HN

**PRINCIPAL PAYING AGENT AND REGISTRAR**

**Elavon Financial Services DAC, UK Branch**  
Fifth Floor, 25 Old Broad Street  
London EC2N 1AR

**ARRANGER AND LEAD MANAGER**

**Lloyds Bank Corporate Markets plc**  
25 Gresham Street  
London EC2V 7HN

**LEGAL COUNSEL TO THE SELLER**

**Clifford Chance LLP**  
10 Upper Bank Street  
London E14 5JJ

**LEGAL COUNSEL TO THE ARRANGER  
AND LEAD MANAGER**

**Hogan Lovells International LLP**  
Atlantic House  
Holborn Viaduct  
London EC1A 2FG

**AUDITORS TO THE ISSUER**

**Pricewaterhouse Coopers**  
7 More London Riverside  
London SE1 2RT