

FIELD NUMBER	BOX TO COMPLETE FOR STS NOTIFICATION	BACKGROUND INFORMATION: FIELD NAME	BACKGROUND INFORMATION: APPLICABLE EXPLANATION TYPE FOR THIS FIELD	BACKGROUND INFORMATION: FIELD FORMAT	BACKGROUND INFORMATION: ARTICLE OF REGULATION (EU) 2017/2402	FIELD DESCRIPTION (where appropriate, this includes a reference to the relevant sections of the underlying documentation where the information can be found)	ADDITIONAL INFORMATION
STSS0	5493005GYP72XIWF4B63	First contact point	N/A (General Information)	{ALPHANUM-1000}	Article 27(1)	Legal Entity Identifier (LEI) of the entity designated as the first contact point	Item 3.2 of Annex 19 of Commission Delegated Regulation (EU) 2019/980 .
STSS1	XS2344843110	Instrument identification code	N/A (General Information)	{ISIN}	N/A	Where available, the international security identification code (ISIN) or codes. If no ISIN is available, then any other unique securities code assigned to this securitisation.	Where available under Item 3.1 of Annex 19 of Commission Delegated Regulation (EU) 2019/980.
STSS2	5493005GYP72XIWF4B63	Legal Entity Identifier (LEI)	N/A (General Information)	{LEI}	N/A	The LEI of the originator(s) and sponsor(s) and, where available, original lender(s).	Item 4.2 of Annex 9 of Commission Delegated Regulation (EU) 2019/980
STSS3	N/A	Notification identifier	N/A (General Information)	{ALPHANUM-100}	N/A	Where reporting an update, the unique reference number assigned by the FCA to the previously notified STS notification.	N/A
STSS4	5493005GYP72XIWF4B63N202101	Unique identifier	N/A (General Information)	{ALPHANUM-100}	N/A	The unique identifier assigned by the reporting entity in accordance with Article 11(1) of Commission Delegated Regulation (EU) 2020/1224 supplementing Regulation (EU) 2017/2402 of the European Parliament and of the Council with regard to regulatory technical standards specifying the information and the details of a securitisation to be made available by the originator, sponsor and SSPE.	N/A
STSS5	N//A	Prospectus identifier	N/A (General Information)	{ALPHANUM-100}	N/A	Where available, the prospectus identifier as provided by the relevant competent authority.	N/A
STSS6	European DataWarehouse Ltd	Securitisation repository	N/A (General Information)	{ALPHANUM-1000}	N/A	Where available, the name of the registered securitisation repository.	N/A
STSS7	E-CARAT 12 PLC Class A Notes	Securitisation name	N/A (General Information)	{ALPHANUM-100}	N/A	The securitisation name.	Section 4 of Annex 9 of Commission Delegated Regulation (EU) 2019/980
STSS8	GB	Country of establishment	N/A (General Information)	{COUNTRYCODE_2}	Articles 18 and 27(3)	Where available, the country of establishment of the originator(s), sponsor(s), SSPE(s) and original lender(s).	N/A
STSS9	non-ABCP securitisation	Securitisation classification	N/A (General Information)	{LIST}	N/A	The type of securitisation: non-ABCP securitisation; ABCP transaction; ABCP programme.	N/A
STSS10	auto loans/leases	Underlying exposures classification	N/A (General Information)	{LIST}	N/A	The type of underlying exposures including: 1) residential loans that are either secured by one or more mortgages on residential immovable property or that are fully guaranteed by an eligible protection provider among those referred to in Article 201(1) of Regulation (EU) No 575/2013 and qualifying for the credit quality step 2 or above as set out in Part Three, Title II, Chapter 2 of that Regulation; 2) commercial loans that are secured by one or more mortgages on commercial immovable property, including offices or other commercial premises; 3) credit facilities provided to individuals for personal, family or household consumption purposes; 4) credit facilities, including loans and leases, provided to any type of enterprise or corporation; 5) auto loans/leases; 6) credit card receivables; 7) trade receivables; 8) other underlying exposures that are considered by the originator or sponsor to constitute a distinct asset type on the basis of internal methodologies and parameters;	N/A
STSS11	[*]	Issue date	N/A (General Information)	{DATEFORMAT}	N/A	Where a prospectus is drawn up in compliance with Regulation (EU) 2017/1129, the date on which the prospectus was approved. In all other cases, the closing date of the most recent transaction.	N/A
STSS12	[*]	Notification date	N/A (General Information)	{DATEFORMAT}	N/A	The date of notification to the FCA, or if prior to exit day, date of notification to ESMA.	N/A
STSS13	Compliance with the STS criteria was confirmed by Prime Collateralised Securities (PCS) UK Limited.	Authorised third party	N/A (General Information)	{ALPHANUM-1000}	Article 27(2)	Where an authorised third-party has provided STS verification services in accordance with Article 27(2) of Regulation (EU) 2017/2402, a statement that compliance with the STS criteria was confirmed by that authorised third party firm.	N/A
STSS14	Prime Collateralised Securities (PCS) UK Limited, GB	Authorised third party (name)	N/A (General Information)	{ALPHANUM-1000}	Article 27(2)	Where an authorised third-party has provided STS verification services in accordance with Article 27(2) of Regulation (EU) 2017/2402, the name of the third party.	N/A
STSS15		[Note: empty row that serves to avoid re-numbering of rows.]					N/A
STSS16	STS compliant	STS status	N/A (General Information)	{ALPHANUM-1000}	Article 27(5)	A reasoned notification by the originator and sponsor that the securitisation is no longer to be considered as STS, or that a STS notification should be revised.	N/A
STSS17	Y	Originator (or original lender) not a UK credit institution or a UK investment firm	N/A (General Information)	{Y/N}	Article 27(3)	A "Yes" or "No" statement as to whether the originator or original lender is a credit institution or investment firm established in the UK.	N/A
STSS18	The originator is subject to regulation and supervision in the United Kingdom by the Financial Conduct Authority.	Confirmation of credit-granting criteria	N/A (General Information)	{ALPHANUM-1000}	Article 27(3)	Where the answer to field STSS17 is "No", confirmation that the originator's or original lender's credit-granting criteria, processes and systems in place are executed in accordance with Article 9 of Regulation (EU) 2017/2402.	N/A
STSS19	N/A	Declaration that the credit-granting is subject to supervision	N/A (General Information)	{ALPHANUM-1000}	Article 27(3)	Where the answer to field STSS17 is "No", declaration that the credit-granting as referred to in Article 27(3)(a) of Regulation (EU) 2017/2402 is subject to supervision.	N/A
STSS20	Title to the receivables are acquired from the seller by the Issuer by means of an equitable assignment with the same legal effect as a true sale and in a manner that is enforceable against the seller or any other third party, subject to any applicable bankruptcy laws or similar laws affecting the rights of creditors as set forth in the legal opinions of Allen & Overy LLP (as to English law), Shepherd and Wedderburn LLP (as to Scots law) and Pinsent Masons Belfast LLP (as to Northern Irish law). Perfection of the assignment of title occurs on the occurrence of certain specified events set out in the receivables sale and purchase agreement. The opinions of Allen & Overy LLP (as to English law), Shepherd and Wedderburn LLP (as to Scots law) and Pinsent Masons Belfast LLP (as to Northern Irish law) confirm the true sale acquisition and enforceability. The opinions of Allen & Overy LLP (as to English law), Shepherd and Wedderburn LLP (as to Scots law) and Pinsent Masons Belfast LLP (as to Northern Irish law) confirm that the relevant opinion is accessible and made available to any relevant third party verifying STS compliance and any relevant competent authority.	Transfer of the underlying exposures by true sale or assignment	Concise Explanation	{ALPHANUM-10000}	Article 20(1)	A concise explanation of how the transfer of the underlying exposures is made by means of true sale or transfer with the same legal effect in a manner that is enforceable against the seller or any third party.	Item 3.3 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS21	Under applicable insolvency laws in the United Kingdom (the originator's jurisdiction), assignment of the receivables by the seller to the Issuer is not subject to severe clawback provisions in the event of the seller's insolvency as UK insolvency laws do not include 'severe clawback provisions'. The opinions of Allen & Overy LLP (as to English law), Shepherd and Wedderburn LLP (as to Scots law) and Pinsent Masons Belfast LLP (as to Northern Irish law) analyse the applicable clawback provisions, none of which constitute "severe clawback provisions".	No severe clawback	Concise Explanation	{ALPHANUM-10000}	Article 20(2)	A concise explanation on whether any of the severe clawback provisions referred to in Article 20 (2) (a) or (b) of Regulation (EU) 2017/2402 are found in the securitisation, and state whether the provisions in Article 20 (3) of Regulation (EU) 2017/2402 apply.	Item 3.3 of Annex 19 of Commission Delegated Regulation (EU) 2019/980

STSS22	See above STSS21.	Exemption for clawback provisions in national insolvency laws	Confirmation	{ALPHANUM-1000}	Article 20(3)	In conjunction with STSS21, where appropriate, a confirmation whether there are no circumstances that could give rise to clawback provisions in accordance with Article 20 (1) and (2) of Regulation (EU) 2017/2402.	Item 3.3 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS23	N/A	Transfer where the seller is not the original lender	Confirmation	{ALPHANUM-1000}	Article 20(4)	Where the seller is not the original lender, a statement confirming that the securitisation complies with Article 20(1) to 20(3) of Regulation (EU) 2017/2402.	Item 3.3 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS24	Pursuant to the receivables sale and purchase agreement, the seller sells receivables to the Issuer by means of an equitable assignment, and perfection of the assignment of title occurs on the occurrence of certain specified perfection events set out in the receivables sale and purchase agreement and summarised in the prospectus (see the section of the prospectus entitled "Overview of the Transaction Documents- Receivables Sale and Purchase Agreement"). Perfection Event includes events with respect to severe deterioration in the seller credit quality standing and insolvency of the seller (see limb (d) of the definition of Perfection Event and the definition of Insolvency Event) and unremedied breaches of contractual obligations by the seller, including the seller's default (see limb (e) of the definition of Perfection Event).	Transfer performed by means of an assignment and perfected at a later stage	Concise Explanation	{ALPHANUM-10000}	Article 20(5)	Where the transfer of the underlying exposures is performed by means of an assignment and perfected at a later stage than at the closing of the securitisation, a concise explanation on how and whether that perfection is effected at least through the required minimum pre-determined event triggers as listed in Article 20(5) of Regulation (EU) 2017/2402. Where alternative mechanisms of transfer are used, a confirmation that an insolvency of the originator would not prejudice or prevent the SSPE from enforcing its rights.	Item 3.3 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS25	All receivables are transferred pursuant to the receivables sale and purchase agreement on the same terms and conditions. The prospectus includes disclosure on the relevant representations and warranties (see the section of the prospectus entitled "Overview of the Transaction Documents-Receivables Sale and Purchase Agreement-Representations and warranties given by the Seller"), which include representations that each related loan contract is a legal, valid and binding obligation of the relevant borrower and enforceable in accordance with its terms; so far as the seller is aware, no relevant related loan contract is subject to any claim, equity, defence, right of retention or set-off by the borrower; the seller is the sole legal and beneficial owner of each relevant purchased receivable and is selling each such purchased receivable free from any encumbrance; and so far as the seller is aware, there is no material default, breach or violation under any relevant related loan contract which has not been remedied, in each case subject to certain exceptions and provisos as set out in the relevant representation.	Representations and warranties	Concise Explanation	{ALPHANUM-10000}	Article 20(6)	A concise explanation on how and whether there are representations and warranties provided by the seller that the underlying exposures included in the securitisation are not encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the true sale or assignment or transfer with the same legal effect.	Item 2.2.8 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS26	(A) Eligibility criteria. All receivables must satisfy the eligibility criteria set out in the receivables sale and purchase agreement. The prospectus also sets out the eligibility criteria applicable to receivables (see the section of the prospectus entitled "Eligibility Criteria of Purchased Receivables"). (B) Portfolio management. The receivables sale and purchase agreement includes repurchase mechanics exercisable at the seller's discretion and a clean-up call exercisable by the seller in respect of the receivables, and such mechanics are also summarised in the prospectus (see the section of the prospectus entitled "Overview of the Transaction Documents-Receivables Sale and Purchase Agreement"). The Seller's rights and obligations to sell receivables to the Issuer and/or repurchase receivables from the Issuer pursuant to the receivables sale and purchase agreement do not constitute active portfolio management because such repurchases fall within the activities enumerated under items (a) and (b) of paragraph 16 of the EBA guidelines and are otherwise outside the activities enumerated under items (a) and (b) of paragraph 25 of the EBA guidelines.	Eligibility criteria which do not allow for active portfolio management of the underlying exposures on a discretionary basis	Concise Explanation	{ALPHANUM-10000}	Article 20(7)	A concise explanation on how: - the underlying exposures transferred from, or assigned by, the seller to the SSPE meet predetermined, clear and documented eligibility criteria which do not allow for active portfolio management of those exposures on a discretionary basis; - the selection and transfer of the underlying exposures in the securitisation is based on clear processes which facilitate the identification of which exposures are selected for or transferred into the securitisation and that they do not allow for their active portfolio management on a discretionary basis.	Section 2 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS27	The prospectus describes the receivables (see the section of the prospectus entitled "The loans") and the lending criteria (see the section of the prospectus entitled "The Seller, the Servicer and the Receivables"). The loan contracts comprised in the provisional portfolio as at the cut-off date are homogeneous for purposes of Article 20(8) of the Securitisation Regulation, on the basis that all such loan contracts: (i) have been underwritten by Vauxhall Finance plc in accordance with similar underwriting standards applying similar approaches with respect to the assessment of a potential borrower's credit risk; (ii) are retail or wholesale auto loans or a combination of both entered into substantially on the terms of similar standard documentation for auto loans; (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 such loan contracts; and (iv) form one asset category, namely auto loan receivables originated in the UK. See the section of the prospectus entitled. The loan contracts contain obligations that are in all material respects contractually binding and enforceable, with full recourse to borrowers and, where applicable, guarantors, subject to any laws from time to time in effect relating to bankruptcy, liquidation or any other laws or other procedures affecting generally the enforcement of creditors' rights. See also the section of the prospectus entitled "The Seller, the Servicer and the Receivables—17. Other characteristics".	Homogeneity of assets	Detailed Explanation	{ALPHANUM}	Article 20(8)	A detailed explanation as to the homogeneity of the pool of underlying exposures backing the securitisation. For that purpose, include a reference to the EBA RTS on homogeneity (Commission Delegated Regulation (EU) 2019/1851), and explain in detail how each of the conditions specified in the Article 1 of that Delegated Regulation are met.	Item 2.2.7 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS28	The portfolio is comprised of auto loan contracts based on standard form documentation, and therefore does not include any securitisation position. See also the section of the prospectus entitled "The Seller, the Servicer and the Receivables-17. Other characteristics".	Underlying exposure obligations: no resecuritisation	Confirmation	{ALPHANUM-1000}	Article 20(9)	A confirmation that the underlying exposures do not include any securitisation positions and that the notified securitisation is therefore not a re-securitisation.	Item 2.2 of Annex 19 of Commission Delegated Regulation (EU) 2019/980

STSS29	(A) Ordinary course. The representations set out in the receivables sale and purchase agreement include that, in respect of a relevant purchased receivable, the related loan contract is originated in the UK by Vauxhall Finance plc, in the ordinary course of its business in accordance with the seller's credit and collection procedures (that are no less stringent than those that Vauxhall Finance plc applied at the time of origination to similar exposures that are not included in the issuer assets). (B) Disclosure of criteria. The prospectus includes a summary of the current underwriting policies and lending criteria (see the section of the prospectus entitled "The Seller, the Servicer and the Receivables"). In addition, as set out in the prospectus, any material changes from the seller's prior underwriting policies and lending criteria shall be disclosed without undue delay to the extent required under Article 20(10) of the Securitisation Regulation. (C) Creditworthiness. The prospectus also includes disclosure confirming that the assessment of a potential borrower's creditworthiness is conducted in accordance with the eligibility criteria and, where appropriate, shall meet the requirements set out in Article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU or, where applicable, equivalent requirements in third countries.	Soundness of the underwriting standard	Detailed Explanation	{ALPHANUM}	Article 20(10)	A detailed explanation: - as to whether the underlying exposures were originated in the lender's ordinary course of business and whether the applied underwriting standards were no less stringent than those applied at the same time of origination to exposures that were not securitised. - as to whether the underwriting standards and any material changes from prior underwriting standards have been or will be fully disclosed to potential investors without undue delay. - on how securitisations where the underlying exposures are residential loans, the pool of underlying exposures meet the requirement of the second paragraph of Article 20(10) of Regulation (EU) 2017/2402. - as to whether an assessment of the borrower's creditworthiness meets the requirements set out in Article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU or, where applicable, equivalent requirements in third countries.	Item 2.2.7 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS30	Vauxhall Finance plc has operated for more than the required five year period. Vauxhall Finance plc has significantly more than five years' experience in the origination, underwriting and servicing of auto receivable loans similar to those included in the portfolio.	Originator/Lender expertise	Detailed Explanation	{ALPHANUM}	Article 20(10)	A detailed explanation as to whether the originator or original lender have expertise in originating exposures of a similar nature to those securitised.	Item 2.2.7 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS31	(A) Transfer without undue delay. The receivables comprised in the provisional portfolio as at the cut-off date will be transferred to the issuer after selection for inclusion in the portfolio without undue delay. (B) Exposures in default. As set out in the prospectus, the loan contracts comprised in the provisional portfolio as at the cut-off date do not include, at the time of selection for inclusion in the provisional portfolio, any exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013 or exposures to credit-impaired debtors. (C) Exposures to credit-impaired borrowers. The representations set out in the receivables sale and purchase agreement include that (i) no receivable is a receivable which, so far as the seller is aware, having made all reasonable enquiries, is a receivable to a borrower who is a "credit-impaired obligor" as described in Article 13(2)(j) of the LCR Regulation or paragraph 2(k) of Article 177 of the Solvency II Regulation; and (ii) no receivable is a receivable which, so far as the seller is aware, having made all reasonable enquiries, is a receivable to a borrower who is a "credit-impaired debtor" as described in Article 20(11) of the Securitisation Regulation.	Transferred underlying exposures without exposures in default	Detailed Explanation	{ALPHANUM}	Article 20(11)	A detailed explanations as to whether: -the transferred underlying exposures do not include, at the time of selection, defaulted exposures (or restructured exposures) as defined in Article 20(11) of Regulation (EU) 2017/2402. - the requirements referred to in Article 20 (11) (a) (i) and (ii) of Regulation (EU) 2017/2402 are met. - the requirements referred to in Article 20 (11) (b) of Regulation (EU) 2017/2402 are met ; - the requirements referred to in Article 20 (11) (c) of Regulation (EU) 2017/2402 are met.	Item 2.2.8 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS32	The eligibility criteria set out in the receivables sale and purchase agreement include that in respect of a relevant purchased receivable, the related loan contract has had at least one scheduled monthly payment made in respect of it by the borrower.	At least one payment at the time of transfer	Confirmation	{ALPHANUM-1000}	Article 20(12)	A confirmation whether, at the time of transfer of the exposures, the debtors have made at least one payment. A confirmation whether or not the exemption under Article 20(12) of Regulation (EU) 2017/2402 applies.	Items 3.3 and 3.4.6 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS33	The eligibility criteria set out in the receivables sale and purchase agreement includes that: (i) on the relevant calculation date, the residual value of all purchased receivables (including any further purchased property identified in any notice of sale to be purchased on the next following interest payment date and any substitute receivables identified in any notice of sale to be transferred on the next following interest payment date) that constitute PCP agreements does not exceed 40% of the aggregate outstanding principal balance of all purchased receivables; and (ii) in respect of a purchased receivable as to which the related loan contract is a PCP agreement, when aggregated with all other purchased receivables where the related loan contracts are PCP agreements, the PCP residual value is not greater than 50% of the aggregate outstanding principal balance of the purchased receivables as at the cut-off date.	Repayment of the holders shall not have been structured to depend predominantly on the sale of assets	Detailed Explanation	{ALPHANUM}	Article 20(13)	A detailed explanation of the degree of dependence of the repayments of the holders of the securitisation position on the sale of assets securing the underlying exposures.	Item 3.4.1 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS34	first loss tranche	Compliance with the risk retention requirements	Concise Explanation	{LIST}	Article 21(1)	A concise explanation as to how the originator, sponsor or original lender of a non-ABCP securitisation comply with the risk retention requirement as provided for in Article 6 of Regulation (EU) 2017/2402. An indication which entity retains the material net economic interest and which option is used for retaining the risk: (1) vertical slice in accordance with Article 6(3)(a) of Regulation (EU) 2017/2402; (2) seller's share in accordance with Article 6(3)(b) of Regulation (EU) 2017/2402; (3) randomly-selected exposures kept on balance sheet, in accordance with Article 6(3)(c) of Regulation (EU) 2017/2402; (4) first loss tranche in accordance with Article 6(3)(d) of Regulation (EU) 2017/2402; (5) first loss exposure in each asset in accordance with Article 6(3)(e) of Regulation (EU) 2017/2402; (6) no compliance with risk retention requirements set out in Article 6(3) of Regulation (EU) 2017/2402 ; (7) other options used.	Item 3.1 of Annex 9 and Item 3.4.3 of Annex 19 of Commission Delegated Regulation (EU) 2019/980

STSS35	All amounts of interest payable under or in respect of the loan contracts comprising the issuer assets will be calculated by reference to a fixed rate of interest, whilst the floating rate notes (the Class A and Class B Notes) will bear interest by reference to SONIA. The Class C Notes will be fixed rate notes. As a result, in respect of the floating rate notes, in the event that SONIA were to exceed a certain level, the Issuer could have insufficient funds available to make payment of interest on the floating rate notes in full in accordance with the interest priority of payments. In order to reduce this interest rate risk, the issuer will enter into one or more hedging arrangement under the swap agreement in respect of the floating rate notes. the hedging arrangement covers a major share of this interest rate risk present in the context of the floating rate notes. See the section of the prospectus entitled "Overview of the Transaction Documents-Swap Agreement".	Mitigation of interest rates (IR) and currency (FX) risks	Concise Explanation	{ALPHANUM-10000}	Article 21(2)	A concise explanation as to whether the interest rates and currency risks are appropriately mitigated and that measures are taken to mitigate such risks and confirm that such measures are available to investors.	Items 3.4.2 and 3.8 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS36	Except for the purpose of hedging interest-rate or currency risk, the Issuer will not enter into derivative contracts, for purposes of Article 21(2) of the Securitisation Regulation. The loan contracts comprised in the provisional portfolio as at the cut-off date do not include any derivatives on the basis that such loan contracts have been entered into substantially on the terms of similar standard documentation for auto loan receivables.	Derivatives purchased/sold by SSPE	Concise Explanation	{ALPHANUM-10000}	Article 21(2)	A concise declaration that the SSPE has not entered into derivative contracts except in the circumstances referred to in Articles 21(2) of Regulation (EU) 2017/2402.	Items 3.4.2 and 3.8 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS37	The swap agreements are based on ISDA forms. See the section of the prospectus entitled "Overview of the Transaction Documents-Swap Agreement".	Derivatives using common standards	Concise Explanation	{ALPHANUM-10000}	Article 21(2)	A concise explanation on whether any hedging instruments used are underwritten and documented according to commonly accepted standards.	Items 3.4.2 and 3.8 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS38	The assets comprise fixed rate loans. The liabilities comprise floating rate notes (the Class A Notes and the Class B Notes) which are linked to interbank rates (SONIA) with standard benchmark replacement provisions, as well as fixed rate notes (the Class C Notes)	Referenced interest payments based on generally used interest rates	Concise Explanation	{ALPHANUM-10000}	Article 21(3)	A concise explanation on whether and how any referenced interest payments under the securitisation assets and liabilities are calculated by reference to generally used market interest rates or generally used sectoral rates reflective of the cost of funds.	Item 2.2.2 and 2.2.13 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS39	Following the service of a note acceleration notice all amounts standing to the credit of the Issuer's bank accounts and all other amounts received by the Issuer are applied in accordance with the post-enforcement priority of payments (other than certain amounts in respect of the Issuer's swaps, which are paid directly to the relevant swap provider). The only amounts retained in the Issuer following service of a note acceleration notice is an amount in respect of Issuer profit, which is a de minimis amount retained only after all investors have been repaid in full and is necessary for the operational functioning of the Issuer. The post enforcement priority of payments provides that Issuer funds are applied in sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position and that repayment of the securitisation positions are not reversed with regard to their seniority. There are no provisions requiring automatic liquidation of the underlying exposures at market value, and in particular, as confirmed in the prospectus, no provision of the deed of charge requires automatic liquidation upon default of the issuer.	No trapping of cash following enforcement or an acceleration notice	Concise Explanation	{ALPHANUM-10000}	Article 21(4)	A declaration in general terms that each of the requirements of Article 21(4) of Regulation (EU) 2017/2402 are met.	Item 3.4.5 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS40	See above STSS39	No amount of cash shall be trapped	Confirmation	{ALPHANUM-1000}	Article 21(4)	Confirmation that no cash would be trapped following the delivery of enforcement or an acceleration notice.	Item 3.4.5 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS41	See above STSS39	Principal receipts shall be passed to investors	Confirmation	{ALPHANUM-1000}	Article 21(4)	Confirmation that principal receipts from the underlying exposures are passed to the investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position.	Item 3.4.5 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS42	See above STSS39	Repayment shall not be reversed with regard to seniority	Confirmation	{ALPHANUM-1000}	Article 21(4)	Confirmation that the repayment of the securitisation positions is not to be reversed with regard to their seniority.	Item 3.4.5 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS43	See above STSS39	No provisions shall require automatic liquidation of the underlying exposures at market value	Confirmation	{ALPHANUM-1000}	Article 21(4)	Confirmation that no provisions require automatic liquidation of the underlying exposures at market value.	Item 3.4.5 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS44	The transaction has sequential priority of payments	Securitisations featuring nonsequential priority of payments	Confirmation	{ALPHANUM-1000}	Article 21(5)	Confirmation that transaction featuring nonsequential priority of payments include triggers relating to the performance of the underlying exposures resulting in the priority of payment reverting to sequential payments in order of seniority. Confirmation that such triggers include at least the deterioration in the credit quality of the underlying exposures below a predetermined threshold.	Item 3.4.5 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS45	The transaction includes triggers which terminate the revolving period . The occurrence of any of the following events will constitute a revolving period termination event: (a) the cumulative net loss ratio is greater than zero, and on the relevant interest payment date, exceeds: (i) 0.15% between the closing date and the interest payment date falling in December 2021 (included); or (ii) 0.30% between the interest payment date falling in January 2022 (included) and the interest payment date falling in June 2022] (included); (b) an event of default; (c) an insolvency event with respect to the seller has occurred or is continuing; (d) a servicer default has occurred or is continuing; (e) a negative carry event; (f) an event of default or a termination event under the swap agreement (each as defined therein); (g) a liquidity reserve shortfall; or (h) on the immediately preceding interest payment date, the debit balance of the Class C principal deficiency sub-ledger (taking into account amounts which have been credited to the Class C principal deficiency sub-ledger on such interest payment date) is greater than 0.50% of the aggregate outstanding principal balance of the issuer assets as on the immediately succeeding interest payment date after application of the available interest distribution amount in accordance with the interest priority of payments. See the section of the prospectus entitled "Glossary of Terms".	Revolving securitisation with early amortisation events for termination of revolving period based on prescribed triggers	Concise Explanation	{ALPHANUM-10000}	Article 21(6)	A concise explanation, where applicable, on how the provisions in Art 21(6)(a) of Regulation (EU) 2017/2402 are reflected in the transaction documentation.	Items 2.3 and 2.4 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS46	See above STSS45	Deterioration in the credit quality of the underlying exposures	Concise Explanation	{ALPHANUM-10000}	Article 21(6)(a)	A concise explanation where applicable, on how the provisions in Art 21(6)(a) of Regulation (EU) 2017/2402 are reflected in the transaction documentation.	Items 2.3 and 2.4 of Annex 19 of Commission Delegated Regulation (EU) 2019/980

STSS47	See above STSS45	Occurrence of an insolvency related event of the originator or servicer	Concise Explanation	{ALPHANUM-10000}	Article 21(6)(b)	A concise explanation, where applicable, on how the provisions or triggers in Art 21(6)(b) of Regulation (EU) 2017/2402 are reflected in the transaction documentation.	Items 2.3 and 2.4 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS48	See above STSS45	Value of the underlying exposures held by the SSPE falls below a predetermined threshold	Concise Explanation	{ALPHANUM-10000}	Article 21(6)(c)	A concise explanation, where applicable, on how the provisions or triggers in Art 21(6)(c) of Regulation (EU) 2017/2402 are reflected in the transaction documentation, using cross-references to the relevant sections of the underlying documentation where the information can be found.	Items 2.3 and 2.4 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS49	See above STSS45	Failure to generate sufficient new underlying exposures meeting pre-determined credit quality (trigger for termination of the revolving period)	Concise Explanation	{ALPHANUM-10000}	Article 21(6)(d)	A concise explanation, where applicable, on how the provisions in Art 21(6)(d) of Regulation (EU) 2017/2402 are reflected in the transaction documentation.	Items 2.3 and 2.4 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS50	The service providers are: (i) the servicer, who is appointed under the servicing agreement (see the section of the prospectus entitled "Overview of the Transaction Documents-Servicing Agreement"); (ii) the corporate services provider, who is appointed under the corporate services agreement (see the section of the prospectus entitled "Overview of the Transaction Documents-Corporate Services Agreement"); (iii) the cash manager, who is appointed under the cash management agreement (see the section of the prospectus entitled "Overview of the Transaction Documents-Cash Management Agreement"); (iv) the principal paying agent and agent bank, who are appointed under the agency agreement (see the section of the prospectus entitled "Overview of the Transaction Documents-Agency Agreement"); (v) the note trustee, who is appointed under the trust deed (see the section of the prospectus entitled "Overview of the Transaction Documents-Trust Deed"); (vi) the security trustee, who is appointed under the deed of charge (see the section of the prospectus entitled "Overview of the Transaction Documents-Deed of Charge"); (vii) the account bank, who is appointed under the account bank agreement (see the section of the prospectus entitled "Overview of the Transaction Documents-Account Bank Agreement"); and (viii) the swap providers, who are appointed under the terms of the relevant swap agreements (see the section of the prospectus entitled "Overview of the Transaction Documents-The Swap Agreements"). The contractual obligations of the service providers are specified in the relevant agreements and, as identified above with respect to certain providers, summarised in the prospectus.	Information regarding contractual obligations of the servicer, trustee and other ancillary service providers	Confirmation	{ALPHANUM-1000}	Article 21(7)(a)	Confirmation that the transaction documentation specifies all of the requirements under Article 21(7) (a) of Regulation (EU) 2017/2402.	Item 3.2 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS51	The servicing agreement contains provisions providing for the termination of the servicer and provisions anticipating the appointment of a replacement servicer by the issuer following the occurrence of certain events, including material and unremedied defaults by the servicer or the occurrence of an insolvency event in relation to the servicer (see the section of the prospectus entitled "Overview of the Transaction Documents-Servicing Agreement").	Servicing continuity provisions	Confirmation	{ALPHANUM-1000}	Article 21(7)(b)	Confirmation that the securitisation documentation expressly satisfies the requirements of Article 21(7) (b) of Regulation (EU) 2017/2402.	Item 3.2 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS52	The swap agreement has provisions requiring replacement of the swap counterparty in the event of an unremedied default or certain insolvency events (see the section of the prospectus entitled "Overview of the Transaction Documents-The Swap Agreements").	Derivative counterparties continuity provisions	Confirmation	{ALPHANUM-1000}	Article 21(7)(c)	Confirmation that the transaction documentation satisfies all of the information referred to in Article 21(7) (c) of Regulation (EU) 2017/2402.	Item 3.8 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS53	The account bank agreement has provisions requiring replacement of the account bank in the event of an unremedied material default, certain insolvency events and the account bank no longer having the required ratings (see the section of the prospectus entitled "Overview of the Transaction Documents-Account Bank Agreement").	Liquidity providers and account bank continuity provisions	Confirmation	{ALPHANUM-1000}	Article 21(7)(c)	Confirmation that the transaction documentation satisfies all of the information under Article 21(7) (c) of Regulation (EU) 2017/2402.	Item 3.8 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS54	(A) Expertise. Vauxhall Finance plc has operated for more than the required five year period. Vauxhall Finance plc has significantly more than five years' experience in the origination, underwriting and servicing of auto receivable loans similar to those included in the portfolio. (B) Policies, procedures and controls. The servicer is an entity which is subject to prudential and capital regulation in the United Kingdom, as mentioned in the prospectus under the risk factor entitled "Consumer Credit Act 1974", it has regulatory authorisation and permissions which are relevant to the provision of servicing in relation to the auto leases comprising the portfolio (including the loan contracts) and other auto leases originated by it which are not sold to the issuer. The existence of well documented and adequate policies, procedures and risk management controls in this regard has been assessed and confirmed in accordance with applicable regulations.	Required expertise from the servicer and policies and adequate procedures and risk management controls in place	Detailed Explanation	{ALPHANUM}	Article 21(8)	Confirmation that the securitisation documentation sets out the priorities of payment and trigger events pursuant to Articles 21(9) of Regulation (EU) 2017/2402.	Item 3.4.6 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS55	Delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies are defined in accordance with the Servicer's servicing policies and procedures. See the section of the prospectus entitled "The Seller, the Servicer and the Receivables" for a summary of the relevant aspects of the Servicer's servicing policies and procedures.	Clear and consistent definitions relating to the treatment of problem loans	Confirmation	{ALPHANUM-1000}	Article 21(9)	Confirmation that the underlying documentation sets out in clear and consistent terms, definitions, remedies and actions relating to the debt situations set out in Article 21(9) of Regulation (EU) 2017/2402.	Item 2.2.2 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS56	Priorities of Payments and relevant triggers are set out in the transaction documents and disclosed in the prospectus (see the section of the prospectus entitled "Annex B - Priority of Payments Schedule").	Priorities of payment and trigger events	Confirmation	{ALPHANUM-1000}	Article 21(9)	Confirmation that the securitisation documentation sets out the priorities of payment and trigger events pursuant to Articles 21(9) of Regulation (EU) 2017/2402.	Item 3.4.7 of Annex 19 of Commission Delegated Regulation (EU) 2019/980

STSS57	Condition 11 of the terms and conditions of the notes, the trust deed and the deed of charge contain provisions relating to resolution of conflicts between different classes of investor, set out voting rights and provide for the responsibilities of the trustee and security trustee, in particular (i) the method for calling meetings or arranging conference calls is described in Schedule 3 of the trust deed (the process for written resolutions and electronic consents are also set out in Schedule 3 of the trust deed); (ii) the maximum timeframe for setting up a meeting or conference call is described in Schedule 3 of the trust deed; (iii) the required quorum is described in Schedule 3 of the trust deed; (iv) the minimum threshold of votes to validate such a decision, with clear differentiation between the minimum thresholds for each type of decision is described in Schedule 3 of the trust deed and the definitions of Ordinary Resolution and Extraordinary Resolution and, in respect of written resolutions and electronic consents, in the respective definitions of those terms in Schedule 3 of the trust deed; (v) the location for the meetings (which should be in the United Kingdom), is determined in accordance with Schedule 3 of the trust deed. In addition, the fiduciary duties of the trustee and the security trustee are set out in the trust deed and the deed of charge, respectively.	Timely resolution of conflicts between classes of investors and responsibilities of trustees	Confirmation	{ALPHANUM-1000}	Article 21(10)	Confirmation that the provisions under Article 21(10) of Regulation (EU) 2017/2402 relating to the timely resolutions of conflicts are met.	Items 3.4.7 and 3.4.8 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS58	The prospectus includes static pool data and historical pool data with respect to the pool as well as comparable data of substantially similar exposures. See the sections of the prospectus entitled "The Provisional Portfolio". Such information included in the prospectus is made available to investors prior to the pricing of any issuance of notes.	Historical default and loss performance data	Confirmation	{ALPHANUM-1000}	Articles 22(1)	Confirmation that the data required to be made available under Article 22(1) of Regulation (EU) 2017/2402 is available, stating clearly where the information can be found.	Item 2.2.2 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STSS59	The originator has caused a sample of the loan contracts (including the data disclosed in respect of those loan contracts) to be externally verified by one or more appropriate and independent third parties. Such loan contracts have been subject to an agreed upon procedures review of a representative sample of loan contracts selected from the provisional portfolio as at the cut-off date (as well as an agreed upon procedures review, amongst other things, of the conformity of the loan contracts in the provisional portfolio with certain of the eligibility criteria (where applicable)) conducted by a third party and completed on or about [*] 2021. No adverse findings arose from such review. This independent third party has also performed agreed upon procedures in order to verify that the stratification tables disclosed in respect of the underlying exposures 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.	Sample of the underlying exposures subject to external verifications	Confirmation	{ALPHANUM-1000}	Article 22(2)	Confirmation that a sample of the underlying exposures was subject to external verification prior to the issuance of the securities by an appropriate and independent party.	N/A
STSS60	Vauxhall Finance plc, will make available to the holders of the notes a cash flow model, either directly or indirectly through one or more entities which provide such cash flow models to investors generally and shall procure that such cash flow model precisely represents the contractual relationship between the loan contracts and the payments flowing between the seller, investors in the notes, other third parties and the issuer. The cash flow model shall be made available (via the website of Bloomberg and Intex) (i) prior to pricing of the notes to potential investors and (ii) on an ongoing basis to investors in the notes and potential investors upon request.	Availability of a liability cash flow model to potential investors	Confirmation	{ALPHANUM-1000}	Article 22(3)	Confirmation that a liability cash flow model is available to potential investors prior to pricing and state clearly where this information is available. After pricing, confirmation that such information has been made available to potential investors upon request.	N/A
STSS61	As at the reference date, for the purpose of compliance with Article 22(4) of the Securitisation Regulation, the servicer confirms, so far as it is aware, information on environmental performance of the vehicles relating to the receivables is not available to be reported pursuant to Article 22(4). To the extent such certificates are available in the future, servicer will disclose available information related to the environmental performance of the assets. See the section of the prospectus entitled "The Provisional Portfolio-Environmental Performance".	Publication on environmental performance of underlying exposures consisting of residential loans or car loans or leases	Concise Explanation	{ALPHANUM-10000}	Article 22(4)	A concise explanation on whether the information related to the environmental performance of the assets financed by residential loans, or auto loans or leases is available pursuant to Article 7(1)(a) of Regulation (EU) 2017/2402 and a statement where that information is to be found.	N/A
STSS62	Vauxhall Finance plc will procure the publication of the following information, which shall be made available to investors, potential investors and the relevant competent authorities in accordance with Article 7(1) of the Securitisation Regulation: (a) simultaneously, at least each quarter and within one month of the relevant interest payment date, ongoing information in relation to the receivables in the portfolio in accordance with the requirements of Articles 7(1)(a) and (e) of the Securitisation Regulation (subject to any published guidance of the relevant regulatory or competition authorities), including a monthly investor report on each interest payment date on the basis of a calculation report prepared by the calculation agent, which will contain, among other things, information with respect to the purchased receivables and the notes, as well as a cash flow model; (b) prior to the pricing of the notes, information in relation to the receivables in the portfolio in accordance with the requirements of Articles 7(1)(a) and Article 22(5) of the Securitisation Regulation; (c) without delay, any information required to be reported pursuant to Articles 7(1)(f) or 7(1)(g) (as applicable) of the Securitisation Regulation; and (d) copies of documents required to be published in accordance with Article 7(1)(b) and (d) of the Securitisation Regulation and Article 22(5) of the Securitisation Regulation, including certain transaction documents, this prospectus and any supplements thereto, (in draft form, if applicable) prior to the pricing of the notes and (in final form, if applicable) at the latest 15 days after the closing date.	Originator and sponsor responsible for compliance with Article 7	Confirmation	{ALPHANUM-1000}	Article 22(5)	Confirmation that: - the originator and the sponsor are complying with Article 7 of Regulation (EU) 2017/2402; - the information required by Article 7(1) (a) has been made available to potential investors before pricing upon request; - the information required by Article 7(1) (b) to (d) has been made available before pricing at least in draft or initial form.	N/A