RED & BLACK AUTO LEASE FRANCE 2

Fonds commun de titrisation
(Articles L. 214-166-1 to L. 214-175, L. 214-175-1 to L. 214-175-8, L. 214-180 to L. 214-186, L. 231-7 and R. 214-217 to R. 214-235 of the French Monetary and Financial Code)

€500,000,000 Class A Asset-Backed Floating Rate Notes due 27 June 2035,
Issue Price 100 per cent.

Legal Entity Identifier (LEI): 5493000C9QVMZ2MRDK25
Securitisation transaction unique identifier: 969500MM513RN1MXA416N202301

France Titrisation
Management Company

RED & BLACK AUTO LEASE FRANCE 2 is a French *fonds commun de titrisation* (securitisation mutual fund) (the **Issuer** or the **FCT**) constituted pursuant to its Issuer Regulations dated 22 June 2023 (the **Signing Date**) and established on 27 June 2023 (the **Closing Date**) and having France Titrisation (the **Management Company**) as management company and Société Générale (the **Custodian**) as custodian. The FCT is governed by the provisions of Articles L. 214-166-1 to L. 214-175, L. 214-175-1 to L. 214-175-8, L. 214-180 to L. 214-186, L. 231-7 and R. 214-217 to R. 214-235 of the French Monetary and Financial Code and by the provisions of the Issuer Regulations.

The purpose of the Issuer is (a) to purchase from time to time from TEMsys known under its commercial name "ALD Automotive" (**TEMsys** or **ALD Automotive** or the **Seller**) certain auto lease receivables arising from or in connection with auto lease contracts (the **Lease Agreements**) entered into between the Seller and certain lessees who are private legal entities or natural persons acting for business purposes entering into the lease contracts within the framework of their business activity (the **Lessees**), and the related residual value receivables (the **Transferred Receivables**, as further defined herein), together with the ancillary rights attached thereto and (b) to issue the Notes and the Residual Units (each as defined below) in order to finance such purchase.

Subject to compliance with all relevant laws, regulations and terms and conditions of the Issuer Regulations, the Issuer will, on the Closing Date, issue (i) €500,000,000 class A asset-backed floating rate notes the terms and conditions of which are set out in the Section entitled "*Terms and Conditions of the Notes*" on page 181 (the **Class A Notes**), (ii) €93,800,000 class B asset-backed fixed rate notes the terms and conditions of which are set out in the Section entitled "*Terms and Conditions of the Notes*" on page 181 (the **Class B Notes**, and together with the Class A Notes, the **Rated Notes**) and (iii) €95,900,000 class C asset-backed fixed rate notes (the **Class C Notes**, and together with the Rated Notes, the **Notes**). On the Closing Date, the Issuer will also issue two (2) residual asset-backed units (in the denomination of €150 each) (the **Residual Units**). The Issuer will not issue further Notes or Residual Units after the Closing Date.

The Class A Notes will be issued in the denomination of €100,000 each and will at all times be represented in bearer dematerialised form (*forme dématérialisée*), in compliance with Article L. 211-3 of the French Monetary and Financial Code. No physical document of title will be issued in respect of the Rated Notes. The delivery (and any subsequent transfer) of the Class A Notes is made in book-entry form (*inscription en compte*) through the facilities of the CSDs (as defined below). The Class A Notes will, upon issue, be registered in the books of Clearstream Banking, Société Anonyme (**Clearstream Luxembourg**) and Euroclear France S.A. as central depository and Euroclear Bank S.A./N.V. as operator of the Euroclear system (**Euroclear** and together with Clearstream Luxembourg, the Central Securities Depositaries (the **CSDs**)).

Application has been made to the *Commission de Surveillance du Secteur Financier* (the **CSSF**), and this Prospectus has been approved by the CSSF, as competent authority under Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (the **Prospectus Regulation**). The CSSF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the CSSF should not be considered as an endorsement of the Issuer or the quality of the Class A Notes. By approving this Prospectus, the CSSF shall give no undertaking as to the economic and financial soundness of the operation or the quality or solvency of the Issuer in accordance with the provisions of Article 6(4) of the Luxembourg law on prospectuses for securities of 16 July 2019 (*Loi du 16 juillet 2019 relative aux prospectus pour valeurs mobilières* – the **Luxembourg Law**). Investors should make their own assessment as to the suitability of investing in the Class A Notes. The Luxembourg Stock Exchange's regulated market (the **Regulated Market**) is a regulated market for the purpose of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (recast). This Prospectus constitutes (i) a prospectus within the meaning of Article 8.1 of the Prospectus Regulation and (ii) a prospectus for the purpose of the Luxembourg Law. This Prospectus has been drafted in accordance with Article 6(3) of the Prospectus Regulation. This Prospectus has been approved by the CSSF on 21 June 2023 and shall be valid for 12 months after its approval until 21 June 2024. Every significant new factor, material mistake or material inaccuracy relating to the information included in the Prospectus which may affect the assessment of the Class A Notes and which arises or is noted between the date of the approval granted by the CSSF in relation to the Prospectus and the Closing Date, shall be mentioned in a supplement to the Prospectus without undue delay, in accordance with and within the meaning of Article 23 of the Prospectus Regulation. The obligation to supplement this Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Prospectus is no longer valid. Application has also been made to list the Class A Notes on the official list of the Luxembourg Stock Exchange and to admit the Class A Notes to trading on the Regulated Market. This Prospectus will be published in electronic form on the website of the Luxembourg Stock Exchange (www.luxse.com).

Interest on the Class A Notes is payable by reference to successive Interest Periods (as defined herein). Interest on the Class A Notes will be payable monthly in arrear in euro on (a) the 27th day of each calendar month, commencing on 27 July 2023, provided that if any such day is not a Business Day, such Monthly Payment Date shall be postponed until the first following day that is a Business Day and (b) the Issuer Liquidation Date (each such day being a **Monthly Payment Date**). Certain key characteristics of the Class A Notes are as follows:

Class of Notes	Initial Principal Amount	Interest Rate	Payment Dates	Issue Price	Expected Ratings on the Closing Date	Legal Maturity Date

Class A Notes	€500,000,000	Applicable Reference Rate + 0.68%	Monthly Payment Date	100%	DBRS: AAA (sf) Moody's: Aaa (sf)	27 June 2035

The Notes represent interests in the same pool of Transferred Receivables but (i) the Class A Notes rank *pari passu* and rateably as to each other and in priority to the Class B Notes and the Class C Notes, in the event of any shortfall in funds available to pay principal or interest, respectively, on the Notes and (ii) the Class B Notes rank *pari passu* and rateably as to each other and in priority to the Class C Notes in the event of any shortfall in funds available to pay principal or interest on the Notes. No assurance is given as to the amount (if any) of interest or principal on the Notes which may actually be paid on any given Monthly Payment Date. Each Note of a particular Class will rank *pari passu* without any preference or priority with the other Notes of the same Class, all as more particularly described in Condition 3 (*Status and Relationship between the Class A Notes and the other Notes*).

During the Revolving Period, the Class A Notes will not be subject to redemption. The Class A Notes will be subject to mandatory redemption on each Monthly Payment Date in part during the Amortisation Period, and in whole during the Accelerated Amortisation Period, in each case on a pro rata and *pari passu* basis amongst Notes of the same Class, subject to the amounts collected from the Transferred Receivables and the applicable Priority of Payments, until the earlier of (i) the date on which the principal outstanding amount of each Class A Note is reduced to zero and (ii) the Legal Maturity Date, provided further that the Class B Notes will start to amortise only after the Class A Notes have been redeemed in full and the Class C Notes will start to amortise only after the Class A Notes and the Class B Notes have been redeemed in full. The aggregate amount to be applied in mandatory redemption of the Class A Notes will be calculated in accordance with the provisions set out in Condition 4 (Amortisation) of the Notes. Unless previously redeemed or redeemed on such date, the Notes will be cancelled on the Legal Maturity Date (see the Section entitled "*Terms and Conditions of the Notes – Amortisation*", on page 186).

If any withholding tax or any deduction for or on account of tax is applicable to the Class A Notes, payments of principal and of interest on the Class A Notes will be made subject to any such withholding or deduction, without the Issuer being obliged to pay additional amounts as a consequence of such withholding or deduction.

The Class A Notes will be placed with qualified investors (*investisseurs qualifiés*) acting for their own account within the meaning of Article 2 of the Prospectus Regulation and with non-French resident investors. The securities issued by French *fonds communs de titrisation* (securitisation mutual funds) may not be sold by way of solicitations (*démarchage*), except with regard to the qualified investors set out in Article L. 411-2 of the French Monetary and Financial Code. The Class A Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**) or any securities laws or "blue sky" laws of any state or other jurisdiction of the United States and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the U.S. 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 any applicable state or local securities laws.

The Class B Notes and Class C Notes will not be the subject of the offering made in accordance with this Prospectus. The *Commission de Surveillance du Secteur Financier* (CSSF) has not reviewed or approved any information in relation to the Class B Notes, the Class C Notes or the Residual Units.

The Class A Notes do not constitute eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem on the Closing Date. There is no guarantee or indication that the Eurosystem eligibility criteria will be amended at any time in the future and that the Class A Notes could become such an eligible collateral. The absence of such eligibility may impact the liquidity and/or market value of the Notes (see the Section entitled "*Risk Factors – Risk factors relating to the Class A Notes – Notes not eligible for Eurosystem monetary policy operations*" on page 30 for further information).

The Class A Notes, when issued, are expected to be assigned an **Aaa (sf)** rating by Moody's France SAS (**Moody's**), and an **AAA (sf)** rating by DBRS Ratings GmbH (**DBRS** and, together with Moody's, the **Rating Agencies,** and each a **Rating Agency**). The Class B Notes, when issued, are expected to be assigned a rating of at least "BBB (sf)" by DBRS and "A1 (sf)" by Moody's. Moody's and DBRS are established in the European Union and are registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended pursuant to Regulation (EU) No 513/2011 of the European Parliament and of the Council of 11 May 2011 and to Regulation (EU) No 462/2013 of the European Parliament and of the Council of 31 May 2013 (the **CRA Regulation**). As such, Moody's and DBRS are included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (http://www.esma.europa.eu/page/List-registered-and-certified-CRAs) as of the date of this Prospectus in accordance with the CRA Regulation. A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation. Please also refer to the Section entitled "*Risk Factors – Risk Factors Relating to the Class A Notes – 2.6 Ratings of the Class A Notes may be lowered or withdrawn after your purchase of the Class A Notes, which may lower the market value of your Class A Notes*" on page 29.

Attention is drawn to the Section herein entitled "*Risk Factors*" on page 11 which contains a discussion of certain considerations which should be considered by prospective holders of the Class A Notes in connection with an investment in the Class A Notes and "*Subscription and Sale*" on page 237.

Arranger and Sole Bookrunner

Société Générale, acting through its Global Banking & Investor Solutions division

SOCIETE GENERALE
Corporate & Investment Banking

Joint Lead Managers

Société Générale, acting through its Global Banking & Investor Solutions division

RBC Capital Markets

The date of this Prospectus is 21 June 2023.

The Management Company, in its capacity as founder and legal representative of the Issuer, accepts responsibility for the information contained in this Prospectus and in the documents incorporated by reference herein. Notwithstanding the foregoing, the responsibility of the Management Company with respect to the information for which any other entity accepts responsibility below is limited to the reproduction of such information as provided by the entity responsible for such information. To the best of the knowledge and belief of the Management Company (having taken all reasonable care to ensure that such is the case), information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. The Management Company accepts responsibility accordingly.

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

The Management Company was not mandated as arranger of the Transaction and neither appointed the Arranger as arranger in respect of the transaction contemplated in the Prospectus nor the Sole Bookrunner and Joint Lead Managers.

The Seller accepts responsibility for the information under the Sections entitled "Description of the Seller" on page 174, "The Lease Agreements and the Receivables" on page 121, "Purchase and Servicing of the Receivables" on page 150, "Statistical Information" on page 129, "Historical Performance Data" on page 142, "Underwriting, Management and Servicing Procedures" on page 169, "Expected Weighted Average Life of the Class A Notes*" on page 177, the information in relation to itself under the Section entitled "Credit Structure" on page 212 and the information under Sub-Sections "Retention*" and *"Information and disclosure requirements" of the Section entitled "Regulatory Aspects" on page 243 . To the best of the knowledge and belief of the Seller (having taken all reasonable care to ensure that such is the case), the information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Seller accepts responsibility accordingly. The Seller accepts no responsibility for any other information contained in this Prospectus and has not separately verified any such other information.*

Each of the Issuer Account Bank, the Paying Agent, the Data Protection Agent, the Management Company, the Custodian, the Seller, the Servicer, the Back-up Servicer Facilitator and the Back-up Maintenance Coordinator Facilitator has accepted responsibility for the information regarding itself under the Section entitled "General Description of the Issuer – Relevant Parties" on page 90. To the best of the knowledge and belief of each of the Issuer Account Bank, the Paying Agent, the Data Protection Agent, the Management Company, the Custodian, the Back-up Servicer Facilitator, the Back-up Maintenance Coordinator Facilitator, the Seller and the Servicer (having taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Issuer Account Bank, the Paying Agent, the Data Protection Agent, the Management Company, the Custodian, the Back-up Servicer Facilitator, the Back-up Maintenance Coordinator Facilitator, the Seller and the Servicer accept responsibility accordingly. The Issuer Account Bank, the Paying Agent, the Data Protection Agent, the Management Company, the Custodian, the Back-up Servicer Facilitator, the Back-up Maintenance Coordinator Facilitator, the Seller and the Servicer accept no responsibility for any other information contained in this Prospectus and have not separately verified any such other information.

The Swap Counterparty has accepted responsibility for the information in relation to itself under the Sections entitled "Description of the Swap Documents" on page 217 and "Description of the Swap Counterparty" on page 222. To the best of the knowledge and belief of the Swap Counterparty (having taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Swap Counterparty

accepts responsibility accordingly. The Swap Counterparty accepts no responsibility for any other information contained in this document and has not separately verified any such other information.

Representation about the Class A Notes

No person has been authorised, in connection with the issue and sale of the Class A Notes, to give any information or to make any representation not contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of the Issuer, the Management Company, the Custodian, the Registrar, the Seller, the Servicer, the Arranger, the Sole Bookrunner, the Joint Lead Managers, the Data Protection Agent, the Issuer Account Bank, the Swap Counterparty, the Paying Agent or the Listing Agent, any of their respective directors or any of their affiliates or advisers.

Neither the delivery of this Prospectus nor any sale or allotment made in connection with the offering of any Class A Notes shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of any of the Issuer, the Management Company, the Custodian, the Registrar, the Issuer Account Bank, the Swap Counterparty, the Paying Agent, the Listing Agent, the Data Protection Agent, the Arranger, the Sole Bookrunner, the Joint Lead Managers, the Seller or the Servicer or the information contained herein since the date hereof or that the information contained herein is correct as at any time subsequent to the date hereof. None of the Swap Counterparty, the Arranger, the Sole Bookrunner, the Joint Lead Managers and the Paying Agent makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information contained in this Prospectus. None of the Joint Lead Managers and the Arranger, the Sole Bookrunner undertakes to review the financial condition or affairs of the Issuer or advises any investor or potential investor in any of the Class A Notes of any information coming to the attention of the Arranger, the Sole Bookrunner and the Joint Lead Managers.

None of the Arranger, the Sole Bookrunner or the Joint Lead Managers are responsible for any obligation of the Seller or the Issuer for compliance with the requirements (including existing or ongoing reporting requirements) of Article 7 of the Securitisation Regulation or any corresponding national measures which may be relevant.

THE CLASS A NOTES AND ANY CONTRACTUAL OBLIGATIONS OF THE ISSUER ARE OBLIGATIONS OF THE ISSUER SOLELY AND WILL BE DIRECT AND LIMITED RECOURSE OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE ASSETS OF THE ISSUER TO THE EXTENT DESCRIBED HEREIN. NEITHER THE CLASS A NOTES, ANY CONTRACTUAL OBLIGATION OF THE ISSUER NOR THE TRANSFERRED RECEIVABLES WILL BE GUARANTEED BY THE MANAGEMENT COMPANY, THE CUSTODIAN, THE REGISTRAR, THE SELLER (EXCEPT IN ACCORDANCE WITH THE CLASS C NOTES AND THE GENERAL RESERVE), THE SERVICER, THE ISSUER ACCOUNT BANK, THE SWAP COUNTERPARTY, THE PAYING AGENT, THE LISTING AGENT, THE DATA PROTECTION AGENT, THE ARRANGER, THE SOLE BOOKRUNNER, THE JOINT LEAD MANAGERS OR ANY OF THEIR RESPECTIVE DIRECTORS, AFFILIATES OR ADVISERS. SUBJECT TO THE POWERS OF EACH RELEVANT NOTEHOLDERS' GENERAL MEETING, ONLY THE MANAGEMENT COMPANY MAY ENFORCE THE RIGHTS OF THE CLASS A NOTEHOLDERS AGAINST THIRD PARTIES. NONE OF THE MANAGEMENT COMPANY, THE CUSTODIAN, THE REGISTRAR, THE SELLER, THE SERVICER, THE ISSUER ACCOUNT BANK, THE PAYING AGENT, THE LISTING AGENT, THE DATA PROTECTION AGENT, THE ARRANGER, THE SOLE BOOKRUNNER, THE JOINT LEAD MANAGERS, THE SWAP COUNTERPARTY NOR ANY OF THEIR RESPECTIVE DIRECTORS, AFFILIATES OR ADVISERS SHALL BE LIABLE IF THE ISSUER IS UNABLE TO PAY ANY AMOUNT DUE UNDER THE CLASS A NOTES. THE OBLIGATIONS OF THE MANAGEMENT COMPANY, THE CUSTODIAN, THE REGISTRAR, THE SELLER, THE SERVICER, THE ISSUER ACCOUNT BANK, THE SWAP COUNTERPARTY, THE PAYING AGENT, THE LISTING AGENT, THE DATA PROTECTION AGENT, THE ARRANGER, THE SOLE BOOKRUNNER, THE JOINT LEAD

MANAGERS OR ANY OF THEIR RESPECTIVE DIRECTORS, AFFILIATES OR ADVISERS IN RESPECT OF THE CLASS A NOTES SHALL BE LIMITED TO COMMITMENTS ARISING FROM THE TRANSACTION DOCUMENTS (AS DEFINED HEREIN) RELATING TO THE ISSUER, WITHOUT PREJUDICE TO ANY APPLICABLE LAWS AND REGULATIONS.

Selling Restrictions

This Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer, the Management Company, the Custodian, the Seller, the Servicer, the Issuer Account Bank, the Swap Counterparty, the Paying Agent, the Data Protection Agent, the Registrar, the Arranger, the Sole Bookrunner, the Joint Lead Managers or the Listing Agent to subscribe for or purchase, any of the Class A Notes as may be issued by the Issuer.

Prohibition of sales to EEA Retail Investors, UK Retail Investors and US Investors

*The Class A Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (**MiFID II**) or (ii) a customer within the meaning of Directive (EU) 2016/97 (**Insurance Mediation Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the **EU PRIIPs Regulation**) for offering or selling the Class A Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Class A Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.*

*The Class A 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 United Kingdom. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended by the European Unionr (Withdrawal Agreement) Act 2020), as amended, varied, superseded or substituted from time to time (**EUWA**); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended, (the **FSMA**), and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law in the United Kingdom by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 (as retained in English law under Article 3(2)a of the EUWA and as amended by the Prospectus (Amendment etc.) (EU Exit) Regulations 2019 and as may be further amended) (the **UK Prospectus Regulation**). Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law in the United Kingdom by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the notes or otherwise making them available to retail investors in the United Kingdom has been prepared and therefore offering or selling the notes or otherwise making them available to any retail investor in the United Kingdom may be unlawful under the UK PRIIPs Regulation.*

No action has been taken under any regulatory or other requirements of any jurisdiction or will be so taken to permit an offer to the public of the Class A Notes or the distribution of this Prospectus in any jurisdiction where action for that purpose is required. The distribution of this Prospectus and the offering of the Class A Notes in certain jurisdictions may be restricted by law. Persons coming into possession of this Prospectus (or any part hereof) are required to inform themselves about, and observe, any such restrictions (see the Section entitled "Subscription and Sale" on page 237). In accordance with the provisions of Article L. 214-175-1, I. of the French Monetary and Financial Code, Notes issued

by the Issuer may not be sold by way of solicitations (démarchage), except with regard to the qualified investors set out in Article L. 411-2 of the French Monetary and Financial Code. Each investor contemplating the purchase of any Class A Notes should conduct an independent investigation of the financial condition, and an appraisal of the capacity of payments, of the Issuer, the risks associated with the Class A Notes and of the legal, tax, accounting and capital adequacy consequences of an investment in the Class A Notes.

*Other than the approval of this Prospectus by the Commission de Surveillance du Secteur Financier in Luxembourg (the **CSSF**), no action has been taken to permit an offer to the public of the Class A Notes or the distribution of this Prospectus in any jurisdiction where action for that purpose is required. Except in the case of the placement of the Class A Notes with (i) qualified investors as defined by Article 2 of the Prospectus Regulation and (ii) investors resident outside France, and except for an application for listing of the Class A Notes on the official list of the Luxembourg Stock Exchange and admission to trading to the regulated market of the Luxembourg Stock Exchange, no action has been or will be taken by the Management Company, the Joint Lead Managers or the Arranger, the Sole Bookrunner that would, or would be intended to, permit an offer to the public of the Class A Notes in any country or any jurisdiction.*

Accordingly, the Class A Notes may not be offered or sold, directly or indirectly, and neither this Prospectus nor any other offering material or advertisement in connection with the Class A Notes may be distributed or published in or from any country or jurisdiction, except under circumstances that will result in compliance with any applicable rules and regulations of any such country or jurisdiction.

The Class A Notes, the Class B Notes, the Class C Notes and the Residual Units have not been, and will not be, registered under the Securities Act or the securities laws or "blue sky" laws of any state or other jurisdiction of the United States, and, accordingly, the Class A Notes may not be offered, or sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any applicable state or local securities laws (see the Section entitled "Subscription and Sale" on page 237).

The Class A Notes have not been approved or disapproved by the United States Securities and Exchange Commission (the SEC), any state securities commission in the United States or any other United States regulatory authority, nor have any of the foregoing authorities passed upon the accuracy or adequacy of this Prospectus. Any representation to the contrary is a criminal offence.

Financial Conditions of the Issuer

This Prospectus should not be construed as a recommendation, invitation or offer by the Issuer, the Management Company, the Custodian, the Arranger, the Sole Bookrunner, the Joint Lead Managers, the Seller, the Servicer, the Issuer Account Bank, the Swap Counterparty, the Paying Agent, the Listing Agent or the Data Protection Agent for any recipient of this Prospectus, or any other information supplied in connection with the issue of the Class A Notes, to purchase any such Class A Notes. In making an investment decision regarding the Class A Notes, prospective investors must rely on their own independent investigation and appraisal of the Issuer and the terms of the offering, including the merits and risks involved. The contents of this Prospectus are not to be construed as legal, business or tax advice. Each prospective investor should consult its own advisers as to legal, tax, financial, credit and related aspects of an investment in the Class A Notes. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Arranger, the Sole Bookrunner or the Joint Lead Managers as to the accuracy or completeness of the information contained in this Prospectus or any other information provided in connection with the Class A Notes or their distribution. Each investor contemplating the purchase of any Class A Notes should conduct an independent investigation of the financial condition of the Issuer and an appraisal of its ability to

pay its debts, of the risks and rewards associated with the Class A Notes and of the tax, accounting and legal consequences of investing in the Class A Notes.

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

*Interest amounts payable on the Class A Notes will be calculated by reference to EURIBOR, which is provided by the European Money Market Institute (**EMMI**), unless a Base Rate Modification Event has occurred resulting in the adoption of an Alternative Base Rate. As at the date of this Prospectus, the EMMI appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (**ESMA**) pursuant to Article 36 of Regulation (EU) 2016/1011 (the **Benchmark Regulation**).*

*This Prospectus has not been approved by, or registered or filed with, the French Autorité des Marchés Financiers (**AMF**).*

By subscribing for or purchasing a Class A Note issued by the Issuer, each Class A Noteholder agrees to be bound by the Issuer Regulations.

Interpretation

*All references in this Prospectus to **euro**, **EUR** or **€** are valid references to the lawful currency of the Member States of the European Union that adopt the single euro currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union.*

Certain figures included in this Prospectus have been subject to rounding adjustments. Accordingly, figures shown for the same category in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

Any websites included in this Prospectus are for information purposes only and do not form part of this Prospectus and have not been scrutinised or approved by the competent authority.

EU Risk Retention Requirements

*The Seller will retain a material net economic interest of not less than 5% in the securitisation as required by Article 6(1) of the Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012 (the **Securitisation Regulation**), in accordance with Article 6(3)(d) of the Securitisation Regulation (which does not take into account any corresponding national measures) and provided that the level of retention may reduce over time in compliance with Article 10(2) of Commission Delegated Regulation (EU) 625/2014 or any successor delegated regulation.*

As at the Closing Date, the Seller will meet this obligation by (a) the subscription and full ownership of all the Class C Notes issued by the Issuer and (b) the funding by the Seller of the General Reserve, which will represent in aggregate not less than 5% of the nominal value of the securitised exposures and which constitute an interest in the first loss tranche as required by Article 6(3)(d) of the Securitisation Regulation. The Seller shall not transfer or sell any of the Class C Notes or its claims against the Issuer in respect of the General Reserve and shall generally not benefit from any credit-risk mitigation or hedging in respect of such interest in the first loss tranche. Any change to the manner in which such interest is held will be notified to Noteholders and the Residual Unitholders.

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 local implementing rules which may be relevant and none of the Issuer, the Management Company, the Custodian, the Issuer Account Bank, the Paying Agent, the Listing Agent, the Registrar, the Data Protection Agent, the Swap Counterparty, the Arranger, the Sole Bookrunner, the Joint Lead Managers, the Servicer and the Seller makes any representation that the information described above or in the Prospectus is sufficient in all circumstances for such purposes. ALD Automotive accepts responsibility for the information set out in this Section "EU Risk Retention Requirements" but not, for the avoidance of doubt, any EU risk retention information set out in any other Section of the Prospectus referred to in this Section. For further information please also refer to the section entitled "Risk Factors – Legal and Regulatory – 4.1 The Securitisation Regulation regime applies to the Class A Notes and non-compliance with this regime may have an adverse impact on the regulatory treatment of the Class A Notes and/or decrease liquidity of the Class A Notes" on page 39.

US Risk Retention Requirements

*The issuance of the Notes has not been designed to comply with the U.S. Risk Retention Rules other than the exemption under Section 20 of the U.S. Risk Retention Rules and no other steps have been taken by the Issuer, the Management Company, the Custodian, the Issuer Account Bank, the Registrar, the Paying Agent, the Listing Agent, the Data Protection Agent, the Swap Counterparty, the Arranger, the Sole Bookrunner, the Joint Lead Managers, the Servicer or the Seller or any of their respective affiliates or any other party to accomplish such compliance. The Seller, as the sponsor under the U.S. Risk Retention Rules, does not intend to retain at least 5% of the credit risk of the "securitized assets" for purposes of compliance with the final rules promulgated under Section 15G of the Securities Exchange Act of 1934, as amended (the **U.S. Risk Retention Rules**), but rather intends to rely on an exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. Consequently, the Class A Notes may not be purchased by, or for the account or benefit of, any person except for persons that are not "U.S. persons" as defined in the U.S. Risk Retention Rules (the **Risk Retention U.S. Persons**). Prospective investors should note that the definition of "U.S. person" in the U.S. Risk Retention Rules is different from the definition of "U.S. person" in Regulation S (see "Risk Factors Relating to the Transferred Receivables and related Vehicles - Legal and Regulatory – 4.5 U.S. " on page 43). Each purchaser of the Class A Notes or a beneficial interest therein acquired in the initial syndication of the Class A Notes, by its acquisition of the Class A Notes or a beneficial interest therein, will be deemed to have made certain representations and agreements, including that it (1) is not a Risk Retention U.S. Person, (2) is acquiring such Class A Note or a beneficial interest therein for its own account and not with a view to distribute such Class A Note and (3) is not acquiring such Class A Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules.*

STS

*The Transaction is intended to qualify as an STS securitisation within the meaning of Article 18 (Use of the designation 'simple, transparent and standardised securitisation') of the Securitisation Regulation. Consequently, the Transaction meets, on the date of this Prospectus, the requirements of Articles 19 to 22 of the Securitisation Regulation and will be notified by the Seller, as originator, to be included in the list published by ESMA referred to in Article 27(5) of the Securitisation Regulation. The Seller, as originator, and the Issuer have used the service of STS Verification International GmbH (**SVI**), a third party authorised pursuant to Article 28 of the Securitisation Regulation, to verify whether the Transaction complies with Articles 19 to 22 of the Securitisation Regulation and the compliance with such requirements is expected to be verified by SVI on the Closing Date. No assurance can be provided that the Transaction does or continues to qualify as an STS-securitisation under the Securitisation Regulation at any point in time in the future. None of the Issuer, the Management*

Company, the Custodian, the Issuer Account Bank, the Registrar, the Paying Agent, the Listing Agent, the Data Protection Agent, the Swap Counterparty, the Arranger, the Sole Bookrunner, the Joint Lead Managers, the Servicer and the Seller make any representation or accepts any liability with respect to (i) the compliance of the Securitisation Transaction with the requirements of Articles 19 up to and including 22 of the Securitisation Regulation or (ii) the fact that this Securitisation Transaction qualifies and will continue to qualify as an STS-securitisation under the Securitisation Regulation at any point in time in the future until the date on which all Notes have been redeemed. Accordingly, no representation or assurance is given that the Transaction may be designated or will qualify as a "simple, transparent and standard" securitisation within the meaning of Article 18 of the Securitisation Regulation or, if it qualifies as a "simple, transparent and standard" securitisation within the meaning of Article 18 of the Securitisation Regulation, no representation or assurance is given that such Securitisation Transaction will remain a "simple, transparent and standard" securitisation within the meaning of Article 18 of the Securitisation Regulation (see the Section entitled "Risk Factors – Legal and Regulatory – 4.4 STS designation impacts on regulatory treatment of the Class A Notes" on page 42).

CONTENTS

RISK FACTORS

1. *The following is a description of the principal risks associated with an investment in the Class A Notes. These risk factors are material to an investment in the Class A Notes. Prospective Noteholders should carefully read and consider all the information contained in this Prospectus, including the risk factors set out in this Section, prior to making any investment decision.*

2. *An investment in the Class A Notes involves substantial risks and is only suitable for investors experienced in financial matters who are in a position to fully assess the risks relating to such an investment and who have sufficient financial means to suffer any potential loss stemming therefrom.*

3. *The Issuer believes that the risks described below are the material risks inherent in the transaction for Class A Noteholders, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Class A Notes may occur for other unknown reasons and the Issuer does not represent that the statements below regarding the risks relating to the Class A Notes are exhaustive. Additional risks or uncertainties not presently known to the Issuer or that the Issuer currently considers immaterial or unlikely may also have an adverse effect on the Issuer's ability to pay interest, principal or other amounts in respect of the Class A Notes.*

4. *Before making an investment decision, prospective purchasers of the Class A Notes should (i) ensure that they understand the nature of the Class A Notes and the extent of their exposure to risk, (ii) consider carefully, in the light of their own financial circumstances and investment objectives (and those of any accounts for which they are acting) and in consultation with such legal, financial, regulatory and tax advisers as it deems appropriate, all the information set out in this Prospectus so as to arrive at their own independent evaluation of the investment and (iii) confirm that an investment in the Class A Notes is fully consistent with their respective financial needs, objectives and any applicable investment restrictions and is suitable for them. The Class A Notes are not a conventional investment and carry various unique investment risks, which prospective investors should understand clearly before investing in them. In particular, an investment in the Class A Notes involves the risk of a partial or total loss of investment.*

1. RISK FACTORS RELATING TO THE PARTIES

1.1 Risks relating to the Issuer

You cannot rely on any person other than the Issuer to make payment under your Class A Notes

The Class A Notes are contractual obligations of the Issuer solely. The Class A Notes are not obligations or responsibilities of, or guaranteed by, the Management Company, the Custodian, the Issuer Account Bank, the Seller, the Servicer, the Registrar, the Paying Agent, the Listing Agent, the Arranger, the Sole Bookrunner, the Joint Lead Managers, the Data Protection Agent, the Swap Counterparty, or any person other than the Issuer. Furthermore, none of these persons accepts any liability whatsoever to the Class A Noteholders in respect of any failure by the Issuer to pay any amount due under the Class A Notes. Subject to the powers of the general meeting of the Class A Noteholders, only the Management Company may enforce the rights of the Class A Noteholders against third parties.

The Issuer has limited sources of funds and you will have limited recourse as against the Issuer in respect of the payment under your Class A Notes

The Issuer will not have any assets or sources of funds other than the collections and procceds received under the Transferred Receivables (together with the related Ancillary Rights attached thereto) it owns, the amounts standing to the credit of the Issuer Accounts (including, as the case may be, the amounts deposited by the Seller or the Servicer as reserves to the benefit of the Issuer on the Issuer Accounts), such other amounts as may be paid by the Seller or the Swap Counterparty to the Issuer pursuant to the Transaction Documents, the Financial Income (if any), the proceeds of the transfer to a third party in relation to a clean-up offer and the net proceeds received by means of realisation of the Vehicles Pledge granted pursuant to the Vehicles Pledge Agreement, as the case may be. Any credit or payment enhancement is limited (as to which see "*Risk Factors Relating to the Class A Notes – 2.1 Credit enhancement provides only limited protection against losses*"). The primary source of funds for payments in respect of the Class A Notes will be the Transferred Receivables. If Lessees default under Lease Agreements related to the Transferred Receivables, the Issuer will rely on the enforcement of the relevant Collateral Security, if any, and the repossession and the proceeds arising from the sale by the Seller of the relevant Vehicles. The Issuer's ability to make full payments of interest and principal on the Class A Notes will also depend on the Servicer performing its obligations under the Servicing Agreement to collect amounts due from Lessees and any other debtors and perform servicing, recovery and realisation services in relation to Defaulted Lease Agreements (as to which see "*Risk Factors Relating to the Transferred Receivables and related Vehicles – 3.1 Performance of Lease Receivables is generally uncertain*" on page 31).

Pursuant to the Issuer Regulations, the right of recourse of the Class A Noteholders with respect to receipt of payment of principal and interest together with arrears shall be limited to the assets of the Issuer pro rata to the number of Class A Notes owned by them and subject to the relevant Funds Allocation Rules (including, without limitation, the Priority of Payments).

Without limiting the scope of the obligations and the possibility of recourse of the Issuer, by subscribing any Note, each Noteholder acknowledges that it shall have no direct right of action or recourse, under any circumstances whatsoever, against the Lessees or any other debtors under the Transferred Receivables and expressly and irrevocably:

(a) acknowledges that, in accordance with article L.214-169 of the French Monetary and Financial Code, it shall be bound by each of the Funds Allocation Rules (including, without limitation, the Priority of Payments), notwithstanding the opening against it of an insolvency proceeding pursuant to the provisions of Book VI of the French Commercial Code or any equivalent procedure governed by any foreign law (*procédure équivalente sur le fondement d'un droit étranger*) and such Funds Allocation Rules (including, without limitation, the Priority of Payments) shall apply even if the Issuer is liquidated;

(b) acknowledges that, in accordance with article L. 214-175, III of the French Monetary and Financial Code, the Issuer is liable for its debts (*n'est tenu de ses dettes*) to the extent of its assets (*qu'à concurrence de son actif*) and in accordance with the rank of its creditors as provided by law (*selon le rang de ses créanciers défini par la loi*) or, pursuant to article L. 214-169 of the French Monetary and Financial Code, in accordance with the provisions of the Issuer Regulations;

(c) agrees that, in accordance with Article L. 214-169 of the French Monetary and Financial Code, the Issuer's assets may only be subject to civil proceedings (*mesures civiles d'exécution*) in accordance with the Funds Allocation Rules (including, without limitation, the applicable Priority of Payments);

(d) to the extent that it may have any claim (including any contractual claim or action (*action en responsabilité contractuelle*)) against the Issuer the payment of which is not expressly contemplated under any applicable Funds Allocation Rules (including, without limitation, the Priority of

Payments), undertakes to waive to demand payment of any such claim as long as all Notes and Residual Units have not been repaid in full;

(e) agrees that in accordance with Article L. 214-175-III of the French Monetary and Financial Code, the provisions of Book VI of the French Commercial Code are not applicable to the Issuer; and

(f) acknowledges that, in accordance with article L.214-169 II of the French Monetary and Financial Code, it shall be bound by the rules governing the decisions made by the Management Company in accordance with the provisions of the Issuer Regulations and the decisions made by the Management Company on the basis of such rules.

Early liquidation of the Issuer could affect payments under your Class A Notes

The Issuer Regulations set out a number of circumstances in which the Management Company would be entitled or obliged to liquidate the Issuer. These circumstances may occur prior to the scheduled contractual maturity date of the Class A Notes, in which case the Class A Notes may be prepaid pursuant to the mandatory redemption provisions set out in Condition 4.3 (Accelerated Amortisation Period). There is no assurance, should the Management Company elect to liquidate the Issuer in accordance with the Section entitled "*Liquidation of the Issuer*" on page 223, that a buyer willing to purchase the Transferred Receivables can be found for a purchase price sufficient to repay the Class A Notes in full after payment of amounts ranking higher in the applicable Priority of Payments. In such case the Transferred Receivables will not be transferred by the Issuer and the Accelerated Amortisation Period will start. The Issuer Liquidation Events applicable to the Issuer and the procedure that applies in such circumstances are described in the Section entitled "*Liquidation of the Issuer*" on page 223.

The Issuer is reliant on third parties in order to meet its obligations under your Class A Notes

The ability of the Issuer to make any principal and interest payments in respect of the Class A Notes depends to a significant extent upon the ability of the parties to the Transaction Documents to perform their contractual obligations.

The Management Company represents the Issuer and provides all necessary advice and assistance and know-how, whether technical or otherwise, including that which is in connection with the day-to-day management and administrative tasks of the Issuer and ensures that all the rights and obligations of the Issuer under the Transaction Documents will be exercised and/or, as applicable, performed.

In particular, the timely payment of amounts due in respect of the Class A Notes will depend on the ability of the Servicer to service the Lease Agreements related to the Transferred Receivables and to recover any amount relating to the corresponding Defaulted Lease Agreements (as applicable) (as to which See "*1.2 Risks relating to the Servicer*" below) or on the ability of the Management Company, the Custodian, the Issuer Account Bank, the Swap Counterparty, the Paying Agent or the Data Protection Agent to satisfy their contractual obligations under or in connection with the Transaction Documents.

If any of the Servicer, the Management Company, the Custodian, the Issuer Account Bank, the Swap Counterparty, the Paying Agent or the Data Protection Agent or any other relevant third party providing services to the Issuer under the Transaction Documents fails to perform its obligations under the relevant agreement(s) to which it is a party, the ability of the Issuer to make payments under the Class A Notes may be affected.

The Transaction Documents provide for the ability of the Issuer under certain circumstances to terminate the appointment of any relevant third-party service provider under the relevant Transaction Documents and to replace them by a suitable successor. In accordance with the Issuer Regulations, the Management Company, on behalf of the Issuer, is responsible for replacing, as applicable, any such third-party provider, subject to the provisions set out in the relevant Transaction Documents. However, there is no guarantee or assurance that a suitable successor can be appointed or as to the financial terms on which they would agree to be appointed.

No direct exercise of rights by Noteholders or Residual Unitholders

The Management Company is required under French law to represent the Issuer. The Management Company has the exclusive right to exercise contractual rights against the parties which have entered into agreements with the Issuer, including, among others, the Seller, the Servicer and the Swap Counterparty. No holder of Notes or Residual Units will have the right to give any binding directions to the Management Company in relation to the exercise of their respective rights or to claim against the Management Company in relation to the exercise of their respective rights or to exercise any such rights directly.

The Noteholders have no direct recourse whatsoever to the relevant Lessees and any other debtors for the Transferred Receivables purchased by the Issuer.

1.2 Risks relating to the Servicer

Creditworthiness of the Servicer – replacement of the Servicer

No assurance can be given that the creditworthiness of the Servicer or, if applicable, a Substitute Servicer will not deteriorate in the future, which may affect the administration and enforcement of the Transferred Receivables by such parties in accordance with the relevant agreement. Resignation or termination of the Servicer could result in delays in the collections of the Transferred Receivables, which in turn could cause delays in payments on the Class A Notes. Following a Downgrade Event and provided that no Servicer Termination Event has occurred the Back-Up Servicer Facilitator shall identify and approach any potential Suitable Entity to act as Back-Up Servicer and, following such process, the Management Company shall appoint a Suitable Entity to act as Back-Up Servicer. Following the occurrence of a Servicer Termination Event, the Management Company shall appoint the Back-Up Servicer or, if no Back-Up Servicer has been appointed, another Suitable Entity as Substitute Servicer to take over the tasks of the Servicer under the Servicing Agreement. No Back-Up Servicer has been appointed in relation to the Issuer as of the Signing Date, and there is no assurance that any Substitute Servicer (i) which would be willing and able to act for the Issuer could be found, notably in order to service the Transferred Receivables and administer the Collections and perform the duties of the Servicer under the Servicing Agreement and (ii) will not charge fees higher than the fees to be paid by the Issuer to the Servicer.

Furthermore, the ability of any Substitute Servicer to service effectively the Transferred Receivables and Ancillary Rights would depend on the information and records made available to it. Pursuant to the Servicing Agreement, upon termination of the appointment of the Servicer, the Servicer has undertaken to provide any Substitute Servicer with any records and information held by or available to it.

The Noteholders have no right to give orders or direction to the Back-Up Servicer Facilitator in relation to the selection of a Back-Up Servicer or to the Management Company in relation to the duties and/or appointment or removal of the Servicer. Such rights are vested solely in the Back-Up Servicer Facilitator or the Management Company, as applicable.

In addition, an administrator (*administrateur judiciaire*) or, as applicable, the liquidator (*liquidateur judiciaire*) will have the ability, pursuant to Article L. 622-13 of the French Commercial Code, to require that the Servicing Agreement be continued; however, if after the commencement of insolvency proceedings against the Seller, the Seller does not perform its obligations as Servicer under the Servicing Agreement, then the Management Company will be entitled to terminate such mandate pursuant to the provisions of the Servicing Agreement.

Notification to relevant Lessees and other debtors of the Transferred Receivables

Save as expressly required under the relevant Lease Agreement, the assignment of the Transferred Receivables will be notified to the relevant Lessees only upon the occurrence of a Servicer Termination Event in relation to the Servicer only (which includes termination events in relation to the Seller, for as long as the Servicer and the Seller are the same legal entity (see the Section entitled "*Purchase and Servicing of the Receivables*" on page 150)). Until the relevant Lessees have been notified of the assignment of the Transferred Receivables and of the related Ancillary Rights, they may make payment with discharging effect to the Seller. Each Lessee may further raise defences against the Issuer arising from its relationship with the Seller to the extent that such defences are existing prior to the notification of the assignment of the relevant Transferred Receivable or arise out of the set-off between such Lessee and the Seller of mutual claims which are closely connected with the relevant Transferred Receivables (*compensation de créances connexes*). The same would apply to any other debtor of the Transferred Receivables.

In addition, the identity of certain debtors may not be known until the corresponding Transferred Receivables arise. Accordingly, it may not be possible to notify these debtors even if a Servicer Termination Event has occurred. For instance, in case of sale of a Vehicle, and although a Main Vehicle Purchasers List and a Main Auctioneers List are prepared as at the Closing Date by the Seller and updated on a yearly basis, it is not possible to determine with certainty which vehicle purchaser would be willing to buy the Vehicle or which licensed auctioneer would be finally appointed in relation to such sale. However, pursuant to the Servicing Agreement, upon the occurrence of a Servicer Termination Event, the Management Company shall inform as soon as reasonably practicable the Main Vehicle Purchasers and the Main Auctioneers of the transfer of the corresponding Vehicle Sale Receivables and instruct them to pay (or, in relation to Main Auctioneers, make commercially reasonable efforts to obtain that the Main Auctioneers (i) notify in advance, in the name and on behalf of the Issuer, any buyer of Vehicles of the transfer of the corresponding Vehicle Sale Receivable and (ii) instruct such buyer of Vehicles to pay) any purchase price owed under such Vehicle Sale Receivables into an account opened in the name of the Issuer or any Substitute Servicer and specified by the Management Company or any Substitute Servicer in the notification.

Commingling risk

Collections received by the Servicer in respect of Transferred Receivables will be credited to the Servicer's collection accounts which are held in the name of the Servicer and so will be commingled with other amounts belonging to the Servicer. If the Servicer were to be the subject of insolvency proceedings under Book VI of the French Commercial Code or equivalent proceedings these funds would form part of the general estate (*patrimoine*) of the Servicer and would not be available to the Issuer to make payments under the Notes. The Servicer's collection accounts will not be subject to any security granted in favour of the Issuer nor to any *compte d'affectation spéciale* arrangement. As long as a Lessee under a Transferred Receivable has not been notified of the transfer of such Transferred Receivable to the Issuer and instructed to pay any amounts due thereunder to another servicer, the Lessee shall be validly discharged by paying any such amounts to the Servicer.

In order to limit the amount of Collections at any time standing to the credit of the Servicer's collection accounts, and therefore the risk of commingling in respect of Collections collected prior to the date of opening of insolvency proceedings under Book VI of the French Commercial Code or equivalent proceedings in respect of the Servicer, the Servicer has undertaken to:

(a) collect, transfer and deposit (or ensure the collection, transfer and deposit), in an efficient and timely manner, to the Servicer's collection accounts, all Collections falling under item (a), (b) or (c) of the definition of that term in respect of the Transferred Receivables;

(b) pay to the Issuer no later than on the Business Day immediately preceding each Monthly Payment Date, (i) in respect of Collections other than Collections falling under item (d), (e) or (f) of the definition of that term, all such Collections received, or (ii) for as long as the Seller and the Servicer are the same entity, in respect of Collections falling under item (e) or (f) of the definition of that term, all Collections that became due and payable by it in its capacity as Seller, in each case during the immediately preceding Reference Period, by crediting an amount equal to such Collections to the Operating Account;

(c) pay to the Issuer no later than on each Monthly Payment Date, for as long as the Seller and the Servicer are the same entity, in respect of Collections falling under item (d) of the definition of that term, all Collections that became due and payable by it in its capacity as Seller, in each case during the immediately preceding Reference Period, by crediting an amount equal to such Collections to the Operating Account (subject to any set-off arrangements provided for in any Transaction Document); and

(d) more generally, pay to the Operating Account all amounts due and payable by the Seller or the Servicer pursuant to the Transaction Documents to which they are parties, on the relevant contractual payment date set out therein.

Collections standing to the credit of the Servicer's collection accounts or any other account of the Servicer on the date of opening of insolvency proceedings under Book VI of the French Commercial Code or equivalent proceedings in respect of any Servicer, and Collections paid to the Servicer on or after such date and until such time when the relevant Lessee has been notified of the transfer of the Transferred Receivables to the Issuer and has effectively ceased to pay amounts owed under the relevant Transferred Receivables to the Servicer, would remain subject to the commingling risk described above.

Although in case of opening of insolvency proceedings under Book VI of the French Commercial Code or equivalent proceedings in respect of the account bank in the books of which the Servicer has opened any of its collection accounts, the Servicer shall remain liable to transfer all relevant Collections to the credit of the Operating Account directly within the required timeframe mentioned above, such an insolvency may cause shortfalls or operational delays in the Collections transfer process.

As security for the due and timely payment by the Servicer of any such Collections to the Issuer, the Servicer has agreed to establish the Commingling Reserve upon the occurrence of a Downgrade Event and to maintain and fund such Commingling Reserve as long as any such Downgrade Event is continuing, by crediting the Commingling Reserve Account with such amounts as are necessary for the sums standing to the credit to the Commingling Reserve Account to be equal to the Commingling Reserve Required Amount, in accordance with the terms of the Servicing Agreement. However, there can be no assurance that the Commingling Reserve would suffice to cover all such shortfalls.

The net cash flows arising from the Transferred Receivables may be affected by decisions made, actions taken and the Servicing Procedures adopted and implemented by the Servicer and the continuation of the Servicing Agreement.

The current Servicing Procedures of the Servicer are described under the Section entitled "*Underwriting, Management and Servicing Procedures"* on page 169; however, the Servicer may change from time to time the Servicing Procedures that it applies, provided that any material amendments to the Servicing Procedures are notified to the Management Company, the Noteholders and the Rating Agencies. The terms of the Servicing Agreement provide that the Servicer will service the Transferred Receivables using the same degree of skill, care and diligence that it would apply if it were the owner of the Transferred Receivables.

There may be potential conflict between the interests of the Issuer and the interest of the Servicer

There are no restrictions on the Servicer servicing leases for itself or third parties, including leases similar to those related to the Lease Agreements underlying the Transferred Receivables or related to vehicles which are in the same markets as the Vehicles to which the subject of Transferred Receivables relate. Consequently, the personnel of the Servicer may perform services on behalf of the Issuer with respect to the Transferred Receivables at the same time as they are performing services on behalf of other persons with respect to other leases relating to vehicles other than the Vehicles to which the subject of Transferred Receivables relate. Despite the obligation of the Servicer to perform its servicing obligations in accordance with the terms of the Servicing Agreement, such other servicing obligations may pose inherent conflicts for the Servicer. However, the Servicer has undertaken under the Servicing Agreement that it shall devote to the performance of its obligations under the Servicing Agreement at least the same amount of time and attention and overall diligence that it would normally exercise for the administration, the recovery and the collection of its own assets similar to the Transferred Receivables and with the due care that would be exercised by a prudent and informed manager.

Risks relating to the transfer of personal data

Under French law No. 78-17 of 6 January 1978 (as amended) relating to the protection of personal data (*Loi relative à l'informatique, aux fichiers et aux libertés*) (as amended) (the **French Data Protection Law**) and the EU Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation – **GDPR**, and together with the French Data Protection Law, the **Data Protection Requirements**), the processing of personal data relating to natural persons must comply with certain principles and requirements.

Pursuant to the Transaction Documents, personal data regarding the relevant Lessees will be set out under encrypted documents. Pursuant to the Data Protection Agreement, the key (the **Key**) to decrypt such encrypted documents will be delivered on or prior to the Closing Date at the premises of the Data Protection Agent and will only be released to the Management Company or the person designated by it in limited circumstances expressly set out under the Data Protection Agreement and in compliance with data protection provisions. The Data Protection Agent will also carry out some tests from time to time, and for such purpose receive the Electronic Protected File, decrypt the same to verify whether such files are not unreadable, partially empty or corrupted, and destroy the data immediately after having carried out such test. In view of its autonomy in defining the purposes and means of the processing of personal data, and as it is now the most generic view to consider that encrypted data would still constitute personal data given the possibility to reverse the encryption process, the Management Company will act as a data controller, and the Data Protection Agent will act as a processor of the Management Company.

In case of breach(es) of the Data Protection Requirements, (i) the French Data Protection Authority (*i.e.*, *Commission Nationale de l'Informatique et des Libertés* (**CNIL**)) is empowered to impose administrative sanctions to data controller(s) and, as the case may be, to data processor(s) within the meaning of the GDPR, in particular: a formal order ("*mise en demeure*") to comply with the Data Protection Requirements within a given deadline, a public warning, a fine (depending on the nature, duration and gravity of the breach(es) committed and usually not before a prior formal order to comply), an injunction to cease the processing activity; and/or (ii) data subjects may file a complaint with the CNIL and/or with the competent courts. Non-compliance with certain Data Protection Requirements may also constitute a criminal offence under the French Data Protection Law and in the most severe cases, legal entities may be fined and may be subject to a prohibition to carry out the activity pursuant to which the misdemeanour was committed. From the civil perspective, such a breach may also give rise to an indemnity claim of the relevant individuals against the author of the breach, provided that they can demonstrate they has suffered a damage due to that breach.

At today's date, in the absence of guidelines, certain aspects of the implementation of the Data Protection Requirements in the context of securitisation transactions remain unclear and subject to interpretation and discussions between various stakeholders. Pursuant to the provisions of the relevant Transaction Documents, personal data regarding the individual Lessees will be set out under encrypted documents before being transmitted to the Management Company and the Key to decrypt such documents will be delivered by each Seller or an agent appointed on its behalf to the Data Protection Agent. The Key will only be released to the Management Company or the person designated by the Management Company for this purpose in limited circumstances expressly set out under the Data Protection Agreement and in compliance with data protection provisions (See Section "DESCRIPTION OF THE DATA PROTECTION AGREEMENT"). Depending on the outcome of such discussions, some of the parties to the Transaction may have to take further steps to comply with the Data Protection Requirements and the provisions of certain Transaction Documents may need to be amended.

Ability to obtain the data encryption Key

For the purpose of accessing the encrypted data provided by the Seller to the Issuer under the Transaction Documents and notifying the relevant Lessees, the Main Auctioneers and the Main Vehicle Purchasers, the Management Company (or any person appointed by it) will need the Key, which will not be in its possession but under the control of Société Générale, in its capacity as Data Protection Agent (to the extent it has not been replaced). Accordingly, there cannot be any assurance, in particular, as to:

(a) the possibility to obtain in practice such Key and to read the relevant data; and

(b) the ability in practice of the Management Company (or any person appointed by it) to obtain such data in time for it to validly implement the procedure of notification of such Lessees, Main Auctioneers and Main Vehicle Purchasers, before the corresponding Transferred Receivables become due and payable (and to give the appropriate payment instructions and provide the appropriate privacy information to the Lessees, Main Auctioneers and Main Vehicle Purchasers).

1.3 Risks relating to the Seller

Continuation of the Lease Agreements – Compliance with undertakings

As a general matter of French law, in the context of insolvency proceedings, the administrator is allowed to request the judge-in-charge to declare the termination of contracts to which the insolvent entity is a party, in particular "*if such termination is necessary for the safekeeping of that entity and if such does not*

excessively affect the interest of the counterparty" (both criteria being subject to the appreciation of the judge), pursuant to Article L. 622-13-IV of the French Commercial Code.

However, Article L. 214-169-VI of the French Monetary and Financial Code provides a specific rule for the benefit of the Issuer as far as certain types of executory contracts are concerned, as follows: "*where the receivable assigned to the securitisation organism results from a simple leasing agreement (contrat de location), with or without purchase option, or a leasing agreement with purchase option (crédit-bail), neither the opening of an insolvency proceedings as referred to in Book VI of the French Commercial Code or of equivalent proceedings pursuant to a foreign law against the lessee or the lessor, nor the transfer of the leased assets within the framework or following such proceedings, can prevent (remettre en cause) the continuation of the contract*".

Based on that Article, the mere opening of an insolvency proceeding as referred to in Book VI of the French Commercial Code against the Seller cannot prevent the continuation of the Lease Agreements where the corresponding Series of Receivables have been sold to the Issuer.

There is no case law as to the import and interpretation of that specific provision. However, there are arguments which support the view that such specific provision should be interpreted as preventing the administrator from requesting the termination of the contracts pursuant to Article L. 622-13, IV. of the French Commercial Code, based on the following:

(a) Article L. 214-169 of the French Monetary and Financial Code is more specific in nature as it expressly refers to the continuation of the leasing agreements. Because of that specific nature, it should be construed as overruling the more general principle set out in said Article L. 622-13, IV; and

(b) the purpose of that specific provision is to make leasing securitisations through *fonds communs de titrisation* more straightforward, by tackling one of the major questions surrounding that kind of transaction, being the continuation of the underlying lease contracts, and because it is more specific, it should be construed as overruling the more general Article L. 622-13, IV. In this respect, the above interpretation is the only way to give some sense and import to that specific provision.

It should be noted that Article L. 214-169 of the French Monetary and Financial Code does not prevent a Lessee from requiring the administrator to decide whether or not it wishes to continue or terminate its Lease Agreement pursuant to Article L. 622-13, III.,1° of the French Commercial Code, and, should the Lessee do so, the Lease Agreement would be terminated if the administrator does not answer to the Lessee within a one-month period (which period can be decreased or increased by up to two additional months) or answers that he/she does not wish to continue such Lease Agreement.

Economic incentives have been used in the Transaction, for the purpose of encouraging the administrator to continue the relevant Lease Agreements in such case and to keep on complying with the undertakings of the Seller (for more details on these incentives, see the paragraph "*Economic Incentives and Performance Reserve*" below). In practice, a Lessee would not necessarily nor automatically avail itself of taking this available course of action. Regardless of the analysis set out above, the Lessee's behaviour would depend on a number of factors, such as, for instance, whether he/she is aware of the possibility offered by French law in this respect, whether termination of its Lease Agreement makes economic sense for him/her or how easy it is for the Lessee to find a replacement vehicle. Whether maintenance and other services contracts keep on being performed or not after the opening of an insolvency proceeding against the Seller could also influence the Lessee's behaviour in this respect. In addition, the procedure would be conducted by each Lessee acting individually depending on its own position and it therefore appears as a granular risk.

Transfer of the Vehicles

The outcome of insolvency proceedings opened against the Seller may involve the transfer of the Vehicles owned by it to a third party by way of transfer of the leasing activity of the Seller to that third party.

The aforementioned Article L. 214-169, VI. of the French Monetary and Financial Code expressly states that "[…] *the transfer of the leased assets within the framework or following such insolvency proceedings, cannot prevent (remettre en cause) the continuation of the lease contract*".

It is however not possible to foresee from a legal point of view what all the consequences of the potential sale of the Vehicles owned by the Seller to a third party would be in the context of insolvency proceedings opened against the Seller; for example, a claim relating to the sale proceeds of a Vehicle may no longer be available for the benefit of the Issuer. Therefore, under the terms of the Vehicles Pledge Agreement and pursuant to Article 2333 *et seq*. of the French Civil Code, the Seller, as pledgor, has granted to the benefit of the Issuer, a pledge without dispossession (*gage sans dépossession*) over the Vehicles corresponding to the Transferred Receivables (the **Vehicles Pledge**). The Vehicles Pledge Agreement will secure any and all present and future payment obligations of the Seller *vis-à-vis* the Issuer under the Seller Performance Undertakings and all present and future payment obligations of the Seller *vis-à-vis* the Issuer to pay any Compensation Payment Obligation. The Vehicles Pledge granted under the Vehicles Pledge Agreement should be a deterrent to an administrator from selling the Vehicle pledged thereunder (each, a **Pledged Vehicle**) to a third party and, in the event of a sale, generally help protecting the Issuer's rights over the sale proceeds of the Pledged Vehicles.

Economic Incentives and Performance Reserve

For the purpose of addressing those risks and in particular encouraging (i) the administrator (*administrateur judiciaire*) of the Seller (or the liquidator (*liquidateur judiciaire*) to the extent possible), to perform the Lease Agreements relating to the Transferred Receivables, in accordance with the provisions thereof, the usual management and operational procedures of the Seller and the provisions of the Transaction Documents, to sell the corresponding Vehicles and to remit the corresponding moneys allocated to the Issuer and more generally to comply with the provisions of the Transaction Documents, and (ii) a third party purchasing the leasing activity of the Seller in the context of insolvency proceedings opened against the Seller, to negotiate with the Issuer in order to take on certain of the obligations of the Seller under the Transaction Documents, in addition to the Vehicles Pledge, a Performance Reserve shall be established by the Seller with the Issuer upon the occurrence of a Downgrade Event and shall be maintained and funded by the Seller as long as any such Downgrade Event is continuing.

The amount, timing and conditions of release of such Performance Reserve to the Seller are dependent, *inter alia*, on the ability of the Seller (i) to comply with its usual management and operational procedures, (ii) to continue performing all relevant Lease Agreements or (iii) to sell the Vehicles after the Lease Agreement is terminated and pay the corresponding sale proceeds to the Issuer in a timely manner. The Performance Reserve shall also be fully released to the Seller if the Downgrade Event has ceased and the Seller has complied with the Seller Performance Undertakings.

Pledge of Vehicles without dispossession – Applicable regime

The Vehicles Pledge granted under the Vehicles Pledge Agreement is created pursuant to, and governed by, the general regime regarding pledges over tangible movable assets, which can be without dispossession (*sans dépossession*) as set out in articles 2333 *et seq.* of the French Civil Code (the **General Regime**) introduced by Ordinance n° 2006-346 dated 23 March 2006 (the **2006 Ordinance**), and as amended by

Ordinance n° 2021-1192 of 15 September 2021 (the **2021 Ordinance**). Prior to 1st January 2023, alongside the General Regime, there were two other sets of provisions, being (i) Decree n° 53-968 dated 30 September 1953 relating to the credit sale of cars (*vente à crédit des véhicules automobiles*) (the **1953 Decree**) and (ii) articles 2351 to 2353 of the French Civil Code, also introduced by the 2006 Ordinance, and which are specifically related to the pledge over terrestrial motor cars and trailers subject to registration (*véhicules terrestres à moteurs ou remorques immatriculées*) (the **Other Specific Regime**), which had raised some debate as to the relevant regime applicable to pledges over motor vehicles of the type of the Vehicles. Under the 2006 Ordinance, the Other Specific Regime was to enter into force on a date to be set by a decree and which could not be later than 1 July 2008, but the decree was never issued.

Pursuant to the 2021 Ordinance, with effect from a date to be set by a decree which could not be later than 1st January 2023, (i) the Other Specific Regime was to be repealed and (ii) article 2338 of the French Civil Code was to be completed by a new indent providing that pledges entered into in respect of terrestrial motor vehicles and trailers subject to registration (*véhicules terrestres à moteurs ou remorques immatriculés*) will be subject to a registration in the "vehicles registration system", except for pledges that are subject to article 2342 of the French Civil Code, which shall be subject to the common registration provisions applicable to pledges without dispossession. In this respect, the Report to the President of the Republic presenting that Ordinance indicates that such exception is designed for pledges entered into in respect of vehicle fleets, encompassing numerous vehicles, and which are regularly renewed, for which a registration in the vehicles registration system would not be adapted.

Further to the publication of Decree n° 2021-1887 of 29 December 2021 relating to the registry for security over movable assets and other connected transactions, the new unique registry for security over movable assets has entered into force on 1st January 2023. The exact format of the registration document to be used with such new registry is however subject to another decree, yet to be issued, and the registration of the Vehicles Pledge in such new registry is subject to the continued acceptance of registration documents mostly based on the format used prior to 1st January 2023 pursuant to abrogated Decree n° 2006-1804 dated 23 December 2006. Likewise, no replacement decree has been taken as yet in respect of the decree (*arrêté*) dated 1st February 2007, issued in application of said Decree n° 2006-1804 by the minister of justice, in order to list the nomenclature to be used by the relevant court registrar when registering the pledge. In addition, Decree no 2021-1887 of 29 December 2021 was silent on the date of entry into force of the changes mentioned in (i) and (ii) above, insofar as regards the "vehicles registration system". Since then, Decree no. 2023-97 dated 14 February 2023 on the publicity of a pledge entered into in respect of terrestrial motor vehicles and trailers subject to registration, has introduced such "vehicles registration system" and provided for the details of its functioning.

Although the Vehicles Pledge Agreement is expressed to be subject to said article 2342 of the French Civil Code, and this exception appears to be tailored to pledges of the type contemplated by the Vehicles Pledge Agreement, it cannot be excluded, depending on the content of the decree(s) which is(are) still expected in this respect and further interpretation materials that could become available after the date hereof, or the positions that greffes or the administrator of the "vehicles registration system" may take in this respect, that amendments to the Vehicles Pledge Agreement could be necessary in order to continue to benefit from, or as the result of, the application of that exception, provided that according to Condition 8.2, the Management Company may agree to such amendments without the consent of the Noteholders and provided further that there is no guarantee that the parties to the relevant Transaction Documents will agree on any such amendments and that they can actually be made.

The Vehicles Pledge granted under the Vehicles Pledge Agreement is granted as security for the due and timely performance of any and all present and future payment obligations of ALD Automotive, as Seller

and Servicer, under the Seller Performance Undertakings and all present and future payment obligations of the Seller *vis-à-vis* the Issuer to pay any Compensation Payment Obligation.

Impact of insolvency of the Seller on the Vehicles Pledge Agreement

During the observation period and, thereafter, in the event of safeguard and reorganisation proceedings (procédure de sauvegarde ou de redressement judiciaire) opened in respect of the Seller, without a sale plan (plan de cession)

In case of safeguard and reorganisation proceedings (*procédure de sauvegarde ou de redressement judiciaire*), pursuant to Article L. 622-7, I. indent 2 of the French Commercial Code, the fictive right of lien (*droit de rétention fictif*) arising from the pledge becomes automatically unenforceable upon the date of the court decision opening the proceedings and during the observation period (*période d'observation*) of the proceedings and the period of performance of the safeguard or reorganisation plan (*exécution du plan de sauvegarde ou de redressement*), as applicable, except if the property is included in a partial sale plan (*cession d'activité*) pursuant to the terms of Article L. 626-1 of the French Commercial Code.

Although the law is silent on this point, the main consequences of this unenforceability should be as follows:

(a) the pledgee would have no right to prevent the debtor and/or the insolvency administrator (*administrateur judiciaire*) from disposing of the property; and

(b) the creditor would only benefit from its right of priority.

Pursuant to Articles L. 622-8 (during the observation period) and L. 626-22 (during the performance of the restructuring plan) of the French Commercial Code, if the relevant pledged property were to be assigned, the price would be put in escrow in a deposit account (*compte de dépôt*) held by the *Caisse des Dépôts et Consignations*. These provisions also set forth that the repartition of the price between all the creditors will be subject to the legal priority of payments.

Accordingly, the insolvency administrator would not have access to those proceeds in the course of the observation period (*période d'observation*), as such proceeds would be held in escrow in a deposit account held by the *Caisse des Dépôts et Consignations*.

Once a safeguard or reorganisation plan (*plan de sauvegarde ou de redressement*) is adopted at the end of the observation period, the sale proceeds shall, as a matter of principle, be dispatched between the creditors according to the legal priority of payments and taking into account the payment schedule imposed upon creditors by the plan, pursuant to Article L. 626-22 of the French Commercial Code.

Accordingly, the sale proceeds will not represent new funds that would be available to the lessor after the observation period (*période d'observation*) and any remaining amount not applied to the satisfaction of debts to more privileged creditors outstanding as of the end of the observation period would benefit the Issuer as pledgee.

To the extent that the proceeds of the sale of the Pledged Vehicles would first be applied to the satisfaction of privileged creditors and then of the Issuer, there would be little incentive for the insolvency administrator of the Seller to attempt to dispose of the Pledged Vehicles, unless he can be satisfied that the sale price will be greater than the outstanding receivables of privileged creditors and of the Issuer, which is unlikely to be the case.

In the event of the adoption of a sale plan (plan de cession)

Where, following the observation period (*période d'observation*), or else directly in liquidation proceedings, the assets being subject to a pledge are included in a sale plan (*plan de cession*), as a matter of principle, Article L. 642-12 indent 1 to indent 3 of the French Commercial Code provides that a part of the plan proceeds (determined by the insolvency court in accordance with the provision of Article L. 642-12) shall be allocated to the relevant assets for the exercise by the pledgee of its right of priority (*droit de préférence*). The part of the sale proceeds so allocated is then dispatched in accordance with the legal priorities of payments.

However, al. 5 of the same Article provides that such provisions do not impede the exercise by a creditor of its right of lien (*droit de rétention*) over the relevant assets. This provision, introduced by Ordinance N°2008-1345, reflects the position of the well-established case law whereby a pledgee benefiting from a "real" right of lien (*droit de rétention réel*) is entitled to receive full payment of its claim before releasing the relevant assets, notwithstanding the allocation process referred to above.

Before the introduction of Article L. 642-12 indent 5 in December 2008, the French Supreme Court had already affirmed, in cases involving a "real" right of lien (*droit de rétention réel*), the enforceability of the right of lien and subsequently the principle that a creditor having a right of lien over an asset included in a sale plan could be forced to release the asset that he legitimately retains only if fully paid of its claim and not by the payment of a mere portion of the sale price which would be allocated to such asset for the exercise of the creditor's right of preference.

Article L. 642-12 indent 5 of the French Commercial Code has not yet been tested in court, and there remains some lack of clarity as to what the import of the fictive right on lien would be in the context of a sale plan, or how practically it would be enforced. However, there are strong arguments to consider that the aforementioned principles set by case-law for the "real" right of lien, before the introduction of Article L. 642-12 indent 5, and confirmed by that new provision, should apply to a "fictive" right of lien as well, and in particular the right of lien attached to a pledge without dispossession.

In the event of liquidation proceedings (procédure de liquidation)

Although French law does not state it clearly, the drafting of Article L. 641-3 of the French Commercial Code indicates that in case of liquidation proceedings, the right of lien of the creditor over the property is not affected. In addition, pursuant to Article L. 642-20-1 indent 3 of the French Commercial Code, if the relevant property is assigned by the liquidator outside of a sale plan (*plan de cession*), the effect of the right of lien will be reported on the sale price. A logical consequence is that the creditor should be satisfied before any other creditor. In addition, the French Supreme Court recognised this right to the benefit of the creditor within the framework of a pledge governed by the 1953 Decree, in which the creditor was also granted a "fictive" right of lien.

1.4 Risk relating to the integration of the LeasePlan Group in the ALD Group

With effect as from 23 May 2023, ALD acquired 100% of LP Group B.V. (LeasePlan), the sole shareholder of LPC (the Acquisition). In accordance with its commitments, Société Générale will remain the majority long-term shareholder of ALD, with 52.6% of ALD’s capital and a commitment to retain the shares for 40 months.

The Acquisition represents a major step positioning the combined group as the world leader in sustainable mobility with a total fleet of 3.3 million vehicles managed worldwide. It is foreseen that the Acquisition not

only improves the business perspectives of the ALD Group generally, but also results in the strengthening of its capital position and organisation.

It is actually not expected that the Acquisition will have any material adverse effects on the business of ALD Automotive or on the Issuer as ALD Automotive will continue its business activity - and hence, should remain the lessor under the Designated Lease Agreements and the owner of the corresponding Vehicles and may actually integrate LeasePlan France's business and personnel once the Acquisition is fully implemented. However, such integration may take more time than expected and could face unforeseeable difficulties (arising mainly from the two companies' differences of corporate cultures and processes) that are outside of the ALD Group's control. Although remote, such risks, which could temporarily affect the ability of ALD Automotive to carry out ALD Automotive's obligations as Seller and Servicer under the Transaction Documents as efficiently as forecasted and hence ultimately have an impact on the ability of the Issuer to make payments under the Class A Notes in a timely manner, cannot be completely excluded.

1.5 There may be conflict between the interests of the Class A Noteholders and the interests of certain Transaction Parties

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

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

(a) the Seller will subscribe on the Closing Date (and one of its affiliates may purchase after the Closing Date a portion of) the Class B Notes and, as such, may exercise voting rights in respect of the Class B Notes held by it in a manner that may not be aligned with the interests of other Noteholders. The fact that the Seller will also subscribe the Class C Notes and will undertake not to transfer the Class C Notes to a third party may also lead the Seller or one of its affiliates to exercise voting rights in respect of the Class B Notes held by it in a manner that may not be aligned with the interests of other Noteholders;

(b) France Titrisation is acting in several capacities under the Transaction Documents. In addition, in performing its duties on behalf of the Noteholders, the Management Company is required to take into account the interests of all of the Noteholders; in addition, pursuant to Article 319-3,2° of the AMF General Regulations, the Management Company shall act in the best interest of the Residual Unitholders and the integrity of the market. Pursuant to Article 318-13 of the AMF General Regulations, the Management Company shall maintain and operate effective organisational and administrative arrangements with a view to taking all reasonable steps designed to identify, prevent, manage and monitor conflicts of interest in order to prevent them from adversely affecting the interests of the Issuer and the Residual Unitholders. Pursuant to the provisions of Article 319-3 4° of the AMF General Regulations, the Management Company shall take all reasonable steps designed to avoid conflicts of interest and, when they cannot be avoided, to identify, manage and monitor and, where applicable, disclose, those conflicts of interest in order to prevent them from adversely affecting the interests of the Issuer and the Residual Unitholders and to ensure that the Issuer is fairly treated. However, should a conflict arise between the interests of the Class A Noteholders, the Class B Noteholders and the Class C Noteholders, the Issuer Regulations contain provisions requiring the Management Company to defend the interests of the Class A Noteholders first since they rank higher in priority than the Class B Noteholders and the Class C Noteholders;

(c) ALD Automotive is acting in several capacities under the Transaction Documents. Even if its rights and obligations under the Transaction Documents are not conflicting and are independent from one another, in performing any such obligations in these different capacities under the Transaction Documents, ALD Automotive may be in a situation of conflict of interest;

(d) Société Générale is acting in several capacities under the Transaction Documents. In performing such obligations in these different capacities under the Transaction Documents, Société Générale may be in a situation of conflict of interest and act in a manner that may not be aligned with the interests of other parties; and

(e) any party named in this Prospectus and its affiliates may also have ongoing relationships with, render services to, or engage itself in other transactions with, another party or affiliate of another party named herein and as such may be in a position of conflict of interest.

2. RISK FACTORS RELATING TO THE CLASS A NOTES

2.1 Credit enhancement provides only limited protection against losses

The credit enhancement mechanisms established within the Issuer through the issue of the Class B Notes, the Class C Notes and, if necessary, the Residual Units, excess spread and the General Reserve provide only limited protection to the Class A Noteholders. The amounts available under such credit enhancement mechanisms are limited and once they are reduced to zero, the Class A Noteholders may not receive all amounts of principal and interest due to them and therefore suffer losses.

If the balance of the Operating Account on any Monthly Payment Date (taking into account the sums transferred from the General Reserve Account on such date) is not sufficient to pay interest due on the Class A Notes, the payment of such interest shortfall will be postponed until sufficient funds are available and if the balance of the Operating Account on any Monthly Payment Date (taking into account the sums transferred from the General Reserve Account on such date) is not sufficient to pay principal due on the Class A Notes, the payment of such principal amount will be postponed until sufficient funds are available.

For a more detailed description of each Priority of Payments please refer to the Section entitled "*Operation of the Issuer – Priority of Payments*" on page 112.

2.2 Early or unpredictable payment profile

The average life of the Class A Notes may be affected by an increase of the level of early payment, the occurrence of an Early Amortisation Event or any Accelerated Amortisation Event or an Issuer Liquidation Event.

In particular, higher than expected rates of early payment on the Transferred Receivables will cause the Issuer to make payments of principal on the Class A Notes earlier than expected and will shorten the maturity of the Class A Notes. Earlier payment of the Transferred Receivables may occur as a result of (i) an early termination of the Lease Agreement, (ii) liquidations and other recoveries due to defaults, (iii) Lease Agreement Recalculations, (iv) retransfer of Transferred Receivables and (v) indemnities paid by the Seller in relation to Transferred Receivables. A variety of economic, social and other factors will influence the rate of early payment of the Transferred Receivables. No prediction can be made as to the actual payment that will be experienced on the Transferred Receivables.

If principal is paid on the Class A Notes earlier than expected due to earlier payment of the Transferred Receivables (such earlier payment occurring at a time when interest rates are lower than interest rates that would otherwise be applied if such earlier payment had not occured or occured at a different time), Noteholders may not be able to reinvest the principal in a comparable security with an effective interest rate equivalent to the interest rate on the Class A Notes. Similarly, if principal payments on the Class A Notes are made later than expected due to slower than expected payments on the Transferred Receivables (which may notably occur as a result of Lease Agreement Recalculations involving extension of the relevant Lease Agreements), the Noteholders of the Class A Notes may lose reinvestment opportunities. Noteholders bear all reinvestment risk resulting from receiving payments of principal on the Class A Notes earlier or later than expected as the unpredictable payment profile of the Transferred Receivables may impact the average life of the Class A Notes. In order to mitigate the risk of later payments under the Transferred Receivables, the Servicer has undertaken under the Servicing Agreement to comply with, inter alia, the Permitted Variations in relation to Lease Agreement Recalculations, and accordingly, the Servicer shall not agree to any amendment to any Lease Agreement which would result in an increase of the weighted average remaining term of the Issuer Portfolio Receivables (including the Receivables arising under such amended Lease Agreement) exceeding thirty-six (36) months as determined on any Calculation Date as at the preceding Cut-Off Date (taking into account the Receivables to be transferred to the Issuer or retransferred to the Seller on the following Monthly Payment Date) and unless it, acting as Seller, repurchases the corresponding Series of Receivables.

In addition, faster than expected amortisation of the Transferred Receivables in combination with any purchase price of the Class A Notes above par may reduce yield for the Class A Noteholders.

2.3 Amounts payable under your Class A Notes may be affected by the non-capitalisation of interest

In the event that any of the Class A Notes is affected by any interest shortfall in accordance with the relevant Priority of Payments for more than five (5) Business Days, such amount will not bear interest and the Issuer shall enter into the Accelerated Amortisation Period.

2.4 Interest-related risk

Interest rate risk

All amounts payable under or in respect of the Auto Leases comprised in the Lease Agreements related to the Transferred Receivables are calculated by reference to a fixed rate of interest, whilst the Class A Notes bear interest at a different floating rate of interest, giving rise to a risk of mismatch between the interest received by the Issuer under the Transferred Receivables and the interest payable by the Issuer under the Class A Notes. Should such mismatch risk materialise, the Class A Noteholders would bear the risk of not receiving the entirety of the amount of interest they would otherwise have received. In order to mitigate such interest rate risk, the Issuer has entered into a Swap Agreement with the Swap Counterparty (see the Section entitled "*Description of the Swap Documents*" on page 217).

Market Disruption

The rate of interest in respect of the Class A Notes for each Interest Period contains provisions for the calculation of such underlying rates based on rates given by various market information sources and Condition 2.2 (Interest Rate) contains an alternative method of calculating the underlying rate should any of those market information sources, including the EURIBOR, be unavailable. The market information sources might become unavailable for various reasons, including suspensions or limitations on trading,

events which affect or impair the ability of market participants in general, or early closure of market institutions. These could be caused by force majeure events impacting the publishers of the market information sources, market institutions or market participants in general, or unusual trading, or matters such as currency changes. In such case, the Terms and Conditions of the Class A Notes provides that the Management Company shall determine the applicable rate based on quotations from several banks or, failing which, by applying a fixed rate based on the rate which applied in the previous period when EURIBOR was available.

The outcome of such alternative determination methods cannot be foreseen and could be materially different, and possibly result in the Class A Noteholders receiving a materially different, possibly lower, interest amount than what would have been received had the EURIBOR been available.

Potential Reform of EURIBOR determinations

The Benchmark Regulation provides that administrators of benchmarks in the European Union generally must be authorized by or registered with regulators no later than 1 January 2020, and that they must comply with a code of conduct designed primarily to ensure reliability of input data, governing issues such as conflicts of interest, internal controls and benchmark methodologies. The Benchmark Regulation could have a material impact on the Notes, in particular, if the methodology or other terms of EURIBOR are changed in order to comply with the requirements of the Benchmark Regulation.

Furthermore, EURIBOR is subject to ongoing national and international regulatory reforms. Some of these reforms are already effective while others are still to be implemented. Following the implementation of any such reforms, the manner of the administration of such benchmarks may change with the result that they may perform differently than in the past, or their calculation method may be revised, or they could be eliminated entirely, or there could be other consequences that cannot be predicted.

Investors should note that in case of any change in the definition, methodology, or formula for EURIBOR, or other means of calculating EURIBOR, this shall not constitute a Base Rate Modification Event and shall not require the consent of the Noteholders, and references to EURIBOR in the Conditions shall be to EURIBOR as changed.

On 11 May 2021, the euro risk-free rate working group published its recommendations on EURIBOR fallback trigger events and fallback rates.

These initiatives may impact in the future the determination of EURIBOR for the purposes of the Class A Notes and the Swap Agreement, and this may result in a decrease in EURIBOR rates and/or have an adverse impact on the liquidity or the market value of the Class A Notes.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmark Regulation, or any of the international or national reforms and the possible application of the benchmark replacement provisions of the Class A Notes in making any investment decision with respect to the Class A Notes.

Discontinuity of EURIBOR

Pursuant to the Terms and Conditions of the Notes, following a Base Rate Modification Event, (a) the Management Company shall inform the Swap Counterparty, the Seller and the Custodian of the same and appoint a Rate Determination Agent; and (b) the Rate Determination Agent shall determine an alternative base rate to be substituted for EURIBOR in respect of the Class A Notes (an Alternative Base Rate), and

those amendments to the conditions to be made by the Management Company which are necessary or advisable to facilitate such change (the Base Rate Modification). Any of the foregoing determinations or actions by the Rate Determination Agent could result in adverse consequences for the rate of interest of the Class A Notes. Any such consequences could have adverse effect on the value and marketability of, and return on, such Notes.

However, it is notably a condition to any such Base Rate Modification that:

(a) the Management Company has notified the Rating Agencies of the proposed Base Rate Modification and to the extent any Rating Agency accepts to deliver a rating agency confirmation, the Management Company obtains a rating agency confirmation that such Base Rate Modification would not result in (A) a downgrade, withdrawal or suspension of the then current ratings assigned to the Rated Notes by such Rating Agency or (B) the relevant Rating Agency placing the Rated Notes on rating watch negative (or equivalent), or such Base Rate Modification is, in the opinion of the Management Company, of a kind which may result in the ratings of the Rated Notes being placed on "negative outlook" or as the case may be on "rating watch negative" or on "review for possible downgrade" or a withdrawal or downgrade of their current rating;

(b) the Management Company has provided at least 40 days' prior written notice to the Noteholders of the proposed Base Rate Modification in accordance with Condition 9 (Notice to Noteholders). If Class A Noteholders representing at least ten (10) per cent. of the aggregate Principal Amount Outstanding of the Class A Notes then outstanding have notified the Management Company 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 proposed Base Rate Modification, then such Base Rate Modification will not be made unless an Extraordinary Resolution of the holders of the Class A Notes then outstanding is passed in favour of such modification in accordance with Condition 7 (Meetings of the Noteholders).

Investors should note that the Alternative Base Rate and any other related additional modifications determined in respect of the Class A Notes in accordance with the procedure set out in Condition 8.3 (Additional right of modification without Noteholders' consent in relation to Euribor Discontinuation or Cessation) may differ from the ones determined in respect of the Swap Transaction in accordance with the fallback provisions of the Swap Agreement and that any such mismatch may result in the Available Distribution Amount being insufficient to make the required payments on the Class A Notes. In addition, it is possible that implementation of a replacement floating rate in respect of the Swap Agreement will not occur at the same time as any corresponding changes to the floating rate applicable to the Class A Notes since the definition of Base Rate Modification Event is not the same as the definition of benchmark trigger event used in the Swap Agreement and since the implementation of the fallback provisions of the Terms and Conditions of the Notes and the Swap Agreement may not be performed at the same pace; therefore there can be no assurance that the interest rate risk will be fully or effectively mitigated. Investors should consider these matters when making their investment decision with respect to the Class A Notes.

2.5 Lack of liquidity of the secondary market may adversely affect the market value of your Class A Notes

Although an application will be made to list the Class A Notes on the official list of the Luxembourg Stock Exchange and to admit to trading the Class A Notes on the Regulated Market of the Luxembourg Stock Exchange, there is currently a limited secondary market for the Class A Notes. Indeed, the Class A Notes being ABS notes, there is a limited secondary market for this asset category and as such they lack liquidity.

Accordingly, the absence of a secondary market for the Class A Notes could limit Class A Noteholders' ability to resell them. If any Class A Noteholders want to sell any of the Class A Notes before they mature, they may be unable to find a buyer or, if a buyer is found, 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 resale of Class A Notes.

Furthermore, the Class A Notes are subject to certain selling restrictions, which may further limit their liquidity; please refer to the Section entitled "*Subscription and Sale*" on page 237.

2.6 Ratings of the Class A Notes may be lowered or withdrawn after your purchase of the Class A Notes, which may lower the market value of your Class A Notes

The ratings assigned to the Class A Notes by the Rating Agencies take into consideration the structural, tax and legal aspects associated with the Class A Notes and the underlying Transferred Receivables, the extent to which payments under the Transferred Receivables are adequate to make the payments required under the Class A Notes as well as other relevant features of the structure, including, *inter alia*, the credit quality of the Issuer Account Bank, the Paying Agent, the Swap Counterparty, the Seller and the Servicer. The ratings do not address the possibility that the Noteholders might suffer a lower than expected yield due to early payment of Transferred Receivables.

The ratings granted by the Rating Agencies in respect of the Class A Notes only address the likelihood of timely receipt by any Class A Noteholder of contractual interest on the Class A Notes and the likelihood of receipt on the Legal Maturity Date by any Class A Noteholder of principal outstanding of the Class A Notes. Such ratings do not address the likelihood of receipt, prior to the Legal Maturity Date, of principal by any Class A Noteholder nor the receipt of any additional amounts relating to early redemption which may become due to the Class A Noteholders.

A Moody's rating addresses the expected losses which are borne by investors until the Legal Maturity Date of each Class A Note.

The credit ratings assigned to the Class A Notes by DBRS reflects DBRS's assessment of the likelihood of (i) full and timely payment of interest due on the Class A Notes on each Monthly Payment Date and (ii) full payment of principal to the holders of the Class A Notes on or prior to the Legal Maturity Date.

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

There is no assurance that the ratings will continue for any period of time or that they will not be lowered, reviewed, suspended or withdrawn by the Rating Agencies. Future events, including events affecting the Issuer Account Bank, the Paying Agent, the Seller, the Servicer, the Swap Counterparty or any party to the Transaction Documents could have an adverse effect on the rating of the Class A Notes. There is no specific obligation on the Issuer, the Management Company, the Custodian, the Issuer Account Bank, the Paying Agent, the Swap Counterparty, the Seller or the Servicer or any other person or entity to maintain or procure the maintenance of any rating for the Class A Notes. If the ratings initially assigned to the Class A Notes by the Rating Agencies are subsequently withdrawn or lowered for any reason, no person or entity is obliged to provide any additional support or credit enhancement to the Class A Notes.

2.7 Notes not eligible for Eurosystem monetary policy operations

The Class A Notes do not constitute eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem on the Closing Date. There is no guarantee or indication that the Eurosystem eligibility criteria will be amended at any time in the future and that the Class A Notes could become such an eligible collateral. The absence of such eligibility may impact the liquidity and/or market value of the Notes.

2.8 ECB purchase transactions

Between 21 November 2014 and 19 December 2018 the Eurosystem conducted net purchases of asset-backed securities under the asset-backed securities purchase programme (ABSPP) in line with the ECB's objective to maintain the price stability in the euro area and, also, to help enterprises across Europe to enjoy better access to credit, boost investments, create jobs and thus support the overall economic growth. As from January 2019, the Eurosystem no longer conducts net purchases, but continues to reinvest redemptions from securities held in the ABSPP portfolio. On 7 March 2019, the Governing Council indicated that it intends to continue reinvesting, in full, the principal payments from maturing securities purchased under the asset purchase programme for an extended period of time past the date when the Governing Council starts raising the key ECB interest rates, and in any case for as long as necessary to maintain favourable liquidity conditions and an ample degree of monetary accommodation (TLTRO III). On 12 September 2019, the Governing Council of the ECB decided to modify some of the key parameters of the third series of targeted longer-term refinancing operations (TLTRO III) to preserve favourable bank lending conditions, ensure the smooth functioning of the monetary policy transmission mechanism and further support the accommodative stance of monetary policy. On 12 September 2019, the Governing Council of the ECB announced that net purchases under asset purchase programme will be restarted at a monthly pace of EUR 20 billion as from 1 November 2019. Furthermore, the Governing Council announced on 12 September 2019 that reinvestments of the principal payments from maturing securities purchased under the asset purchase programme will continue in full for an extended period of time past the date when the Governing Council starts raising the key ECB interest rates, and in any case for as long as necessary to maintain favourable liquidity conditions and an ample degree of monetary accommodation. On 18 March 2020, the Governing Council of the ECB decided to launch a new temporary asset purchase programme of private and public sector securities to counter the serious risks to the monetary policy transmission mechanism and the outlook for the euro area posed by the outbreak and escalating diffusion of the Coronavirus. This new Pandemic Emergency Purchase Programme (***PEPP***) had an overall envelope of EUR 1,850 billion. The Governing Council will terminate net asset purchases under the PEPP once it judges that the Covid-19 crisis phase is over, but, in any case not before the end of March 2022. On 24 March 2022, the Governing Council has decided to gradually phase out the package of pandemic collateral easing measures in place since April 2020 in three steps between July 2022 and March 2024. On 9 June 2022, the Governing Council of the ECB issued a press release according to which it decided to end net asset purchases under the asset purchase programme as of 1st July 2022. However, the Governing Council intends to continue reinvesting, in full, the principal payments from maturing securities purchased under the asset purchase programme for an extended period of time past the date when it starts raising the key ECB interest rates and, in any case, for as long as necessary to maintain ample liquidity conditions and an appropriate monetary policy stance. On 15 December 2022, the Governing Council of the ECB issued a press release according to which, from the beginning of March 2023, the assets purchases programmes portfolio will decline at a measured and predictable pace, as the Eurosystem will not reinvest all of the principal payments from maturing securities. On 2 February 2023, the Governing Council of the ECB issued a press release according to which it decided on the detailed modalities for reducing the Eurosystem's holdings of securities under the assets purchases programmes through the partial reinvestment of the principal payments from maturing securities.

Whilst the Notes are not eligible for Eurosystem purchases, the termination of these asset purchase programmes could have an adverse effect on the volatility in the financial markets and economy generally and on the secondary market value of the Notes and the liquidity in the secondary market for the Class A Noteholders and potential investors should take account of these factors when deciding whether to acquire, to hold or to dispose of an investment in any Class of Notes.

3. RISK FACTORS RELATING TO THE TRANSFERRED RECEIVABLES AND RELATED VEHICLES

3.1 Performance of Lease Receivables is generally uncertain

The payment of principal and interest on the Class A Notes is, inter alia, conditional on the performance of the Lease Receivables. Accordingly, the Class A Noteholders will be exposed to the credit risk of the related Lessees and the rate of recovery on the Lease Receivables upon the relevant Lessee's default.

The performance of the Lease Receivables depends on a number of factors, including general economic conditions, unemployment level, the circumstances of the related individual Lessees, the Seller's Underwriting and Management Procedures at origination and the success of the Seller's servicing, collection and realisation strategies.

Consequently, no accurate prediction can be made of how the Lease Receivables will perform based on credit evaluation scores or other similar measures.

3.2 Risk relating to the residual value of the Vehicles

Exposure to second-hand car market

In certain cases, the Issuer will be exposed to the second-hand car market.

In case of a Retransfer Option Event (which may only occur in respect of a Performing Lease Agreement), the Seller has undertaken to repurchase the corresponding Transferred Receivables, pursuant to the terms of the Master Receivables Transfer Agreement, for so long as the Seller is not Insolvent, including for the purposes of complying with the provisions of Article 20(13) of the Securitisation Regulation. In such case, the Management Company (on behalf of the Issuer) shall request to the Seller to repurchase, and the Seller has irrevocably undertaken to repurchase from the Issuer on the applicable Retransfer Date, any Retransfer Option Performing Receivable in relation to which the Management Company has not issued a Revocation Notice, for a Retransfer Price equal to the Discounted Balance of the relevant Series of Receivables (*plus* any Arrears Amount and accrued interests and *minus* Overpayments). The Management Company may send such a Revocation Notice, if it reasonably considers that the Seller will be unable to pay the repurchase price of such Retransfer Option Performing Receivable.

If:

(a) a Retransfer Option Event occurs but (i) the Seller is Insolvent, (ii) the Management Company has sent such a Revocation Notice or (iii) the Seller does not comply with such repurchase undertaking;

(b) the relevant Lease Agreement terminates in circumstances that do not constitue a Retransfer Option Event (including, without limitation, where the relevant Lease Agreement is a Defaulted Lease Agreement); or

(c) the Vehicles Pledge is enforced,

the collections under the Transferred Receivables would, in so far as regards any outstanding amount remaining unpaid under the relevant Lease Receivables and the related residual value component, depend on the actual proceeds obtained from the sale of the relevant Vehicle, which may not be sufficient, and any action to recover such outstanding amount and residual value beyond such proceeds may not be pursued if to do so would be uneconomic. In such case, the Issuer would be exposed to the second-hand car market at the time of such sale.

The market value of a Vehicle may be affected under certain circumstances including if any car manufacturer of a Vehicle were to suffer financial difficulties or to become Insolvent.

In addition, international, national and local standards regarding emissions by vehicles (e.g. CO2/NOx emissions, fuel consumptions, engine performance and noise emissions) are currently subject to important developments. These include discussions on the strengthening of the tax regime for diesel vehicles, tighter standards for diesel vehicles' exhaust emission benchmarks and restrictions or prohibitions in certain areas of the cars empowered by diesel (or even fuel), that are currently being contemplated by different regulators or regions and municipalities around the world, including in the European Union. It is not clear at this stage whether these new standards will only apply to new vehicles or be extended to existing vehicles. As a consequence, there is a risk of decline in the market value of diesel vehicles. More generally, discussions on technology bans going forward. On 8 June 2022, the European Parliament has voted to ban the sale of new internal combustion engine ("ICE") cars from 2035 onward. On 28 June 2022, the Council of the European Union also agreed to introduce a 100% CO2 emissions reduction target by 2035 for new cars and vans. Such ban was finally acted on 28 March 2023 (with an exemption for vehicles propelled entirely by carbon-neutral e-fuels). There is a risk that this decision has an impact on market value of certain vehicles when getting closer to the ban date and thus affect the amount of the proceeds which could be obtained out of the sale of such vehicles, even if driving used ICE cars will not be banned and may well be still desired for some types of usage after 2035.

Another recent feature of the vehicle market has been the production and development of hybrid and fully electric vehicles. Such developments in the car industry may have an adverse impact on the resale market value of both petrol and diesel powered ICE vehicles.

As to fully electric vehicles and hybrid vehicles, it should be noted that there is a certain degree of uncertainty as to the proceeds which could be obtained by the Issuer out of the sale of fully electric and hybrid Vehicles due to the current limited demand for such vehicles on the secondary market, the rapid changes of the technology used for vehicle batteries and the dependence of the value of fully electric and hybrid Vehicles on vehicle battery secondary market valuation.

Timing of sale

Following a default under a Lease Agreement, or generally if the relevant Vehicle needs to be sold at termination to of the relevant Lease Agreement, the return or repossession and/or the sale of the related Vehicle may not be immediate, potentially resulting in a significant delay in the recovery of amounts owed under the relevant Transferred Receivable. Action to recover outstanding amounts may not be pursued if to do so would be uneconomic.

The compliance of the Lessees with their obligations under the Lease Agreements relating to the Transferred Receivables is not insured or guaranteed by the Issuer, the Management Company, the Custodian, the Issuer Account Bank, the Paying Agent, the Listing Agent, the Registrar, the Data Protection Agent, the Seller, the Servicer, the Swap Counterparty, the Arranger, the Sole Bookrunner or the Joint Lead Managers.

The timing of enforcement may also be affected in case of insolvency of the Seller, the Servicer or other third parties involved in the Transaction.

3.3 Historical information has not been verified

The information set out in Section entitled “Historical Information” has been provided by the Seller and none of the Issuer, the Management Company, the Custodian, the Arranger, the Sole Bookrunner, the Joint Lead Managers, the Paying Agent, the Listing Agent, the Registrar, the Swap Counterparty, the Data Protection Agent and the Issuer Account Bank has undertaken or will undertake any investigation, review or verification in relation to such information.

3.4 Risk of non-existence of Transferred Receivables

In the event that any of the Transferred Receivables and related Ancillary Rights have not come into existence at the time of their assignment to the Issuer under the Master Receivables Transfer Agreement or belong to a person other than the Seller, for instance, if the corresponding Lease Agreement does not exist, such assignment would not result in the Issuer acquiring ownership title in such Transferred Receivables and related Ancillary Rights. The Issuer would not receive adequate value in return for its purchase price payment. This risk, however, will be addressed by contractual representations and warranties concerning the existence of each of the Transferred Receivables which will afford rights to the Issuer in respect of breach of representations and warranties by the Seller as described under the Sub-section entitled "*The Lease Agreements and the Receivables –Non-Compliance of the Transferred Receivables*" on page 127.

Additionally, some of the Transferred Receivables will be future receivables at the time of execution of the corresponding Transfer Document and will not arise unless the Seller takes the necessary action to give rise to such Receivable. For instance, a Vehicle Sales Receivable will only arise if the Seller takes the necessary action to sell the relevant Vehicle recovered from the relevant Lessee. In this respect, the Seller has, in particular, given to the Issuer some undertakings as to the sale of the relevant Vehicle and has some economic incentives to comply with such undertaking pursuant to the Transaction Documents. See the Sub-section entitled "*Continuation of the Lease Agreements – Compliance with undertakings*", on page 18.

Lastly, the Transferred Receivables and related Ancillary Rights may be challenged by the relevant Lessees or any other third party, as a result of circumstances arising after the transfer of such Transferred Receivables to the Issuer. In such case, the Issuer would have a claim for compensation against the Seller, as Deemed Collections, and would therefore be subject to the Seller's insolvency risk.

3.5 Risks from Lessees' defences and set-off rights against assignment may affect the performance of the Transferred Receivables

Notwithstanding the assignment by the Seller of the relevant Transferred Receivables, the relevant Lessees will be entitled to exercise against the Issuer:

(a) all rights of defence arising from their relationship with the Seller (*exceptions nées de ses* rapports *avec le cédant*), such as the granting of a grace period, the reduction of the debt or the rights to set-off mutual debts that are not closely connected (*l’octroi d’un terme, la remise de dette ou la compensation de dettes non connexes*), where such rights of defence arose prior to such notice of such assignment; and

(b) all rights of defence which are inherent to their respective debts (*exceptions inhérentes à la dette*), such as the nullity, the failure to perform, the rescission or the set-off of mutual debts that are closely

connected (*la nullité, l'exception d'inéxecution, la résolution ou la compensation de dettes connexes*), regardless of whether such rights of defence arose before or after such notice of such assignment.

Such defences, which may in particular, but without limitation, consist in set-off rights, may impact the principle, or the amount of, the payments expected from the Lessee under the relevant Transferred Receivables, and adversely affect the ability of the Issuer to make payments of principal and/or interest due to the Noteholders.

Pursuant to the Master Receivables Transfer Agreement, any Series of Receivables may satisfy the Eligibility Criteria although it entails Permitted Set-Off Rights, which are defined as any right of set-off of the Lessee under:

(a) any cash deposits made by a Lessee with the Seller;

(b) any advances (*avances*) received by the Seller from a Lessee with respect to any Lease Service (in particular card and fuel supply);

(c) any amounts payable by the Seller to a Lessee due to a Lease Agreement Recalculation but not yet paid; and

(d) any credit note, rebate, bonus or any other equivalent right granted to the Lessee in accordance with the relevant Contractual Documents and/or the Underwriting and Management Procedures.

In addition, it cannot be excluded that other cases of set-off than those set-out in the Permitted Set-Off Rights would arise.

However, to mitigate this set-off risk, the Seller shall, no later on each Monthly Payment Date, pay any Deemed Collections (which include any Set-Off Amount) to the Operating Account (it being specified that no Deemed Collection shall arise as a result of (i) the relevant debtor being Insolvent or (ii) the corresponding Designated Lease Agreement being a Defaulted Lease Agreement). In addition, as security for the due and timely payment of any Set-Off Amounts, the Seller has agreed to establish the Set-Off Reserve upon the occurrence of a Downgrade Event and to maintain and fund such Set-Off Reserve as long as any such Downgrade Event is continuing, by crediting the Set-Off Reserve Account with such amounts as are necessary for the sums standing to the credit to the Set-Off Reserve Account to be equal to the Set-Off Reserve Required Amount, in accordance with the terms of the Master Receivables Transfer Agreement. The Set-Off Reserve shall also be fully released to the Seller if the Downgrade Event has ceased. However, there can be no assurance that the Set-Off Reserve would suffice to cover all set-off cases that may arise, should the Seller fail to pay the corresponding Set-Off Amounts.

3.6 Termination of the Lease Agreements

Early termination right

The Lease Agreements provide that a Lessee may terminate a Lease in advance subject to certain conditions, with, or, for some of them, without, the agreement of the Seller. Lease Agreements may also be early terminated in the case of *force majeure*, a change of control affecting the Seller or a breach of contractual obligations by the Seller.

In such cases, Collections arising under the Series of Receivables corresponding to such Lease Agreement may be lower than expected. In such case, the Issuer would only have a claim for compensation against the Seller in the form of Deemed Collections and would therefore be subject to the Seller's insolvency risk.

Failure to perform repairs, maintenance or servicing work

In particular, all Lease Agreements include obligations for the Seller to ensure the performance by third party services providers of the Lease Services subscribed by the Lessees, and, under certain circumstances, to bear the corresponding costs.

In the event that the Seller were to fail to perform such obligations, French law would allow the Lessees to suspend the lease payments (article 1219 of the French Civil Code) to the extent that non-performance of the relevant Lease Services would be considered "sufficiently material" (*suffisamment grave*) or to early terminate their Lease Agreement (articles 1224 *et seq.* of the French Civil Code), either based on the resolutory clauses that are included in some of the Lease Agreements, or, to the extent that non-performance on the part of the Seller would be considered "sufficiently material" (*suffisamment grave*), by a unilateral decision (it being noted that this could be contested by the Seller in court) or by judicial decision.

Should the Lessees suspend the lease payments or early terminate their Lease Agreement in the circumstances described above, Collections arising under the Series of Receivables corresponding to such Lease Agreement may be lower than expected and/or the receipt of such Collections may be delayed. In addition, this could, in case of early termination, create a restitution obligation on the Seller and/or the FCT in respect of part or all of amounts paid by the relevant Lessee under the relevant Lease Agreement and/or a set-off right of the Lessee, in relation to such amounts. In such case, the Issuer would also have a claim for compensation against the Seller in the form of Deemed Collections and would therefore be subject to the Seller's insolvency risk.

However, the Transaction Documents provide for structural mechanisms which are specifically designed and will be triggered sufficiently ahead of the Seller's default in order to prevent any disruption in the Lease Services and to mitigate the risks identified above. These mechanisms include:

(a) under the Master Receivables Transfer Agreement, the Back-Up Maintenance Coordinator Facilitator has undertaken to use all reasonable endeavours to identify and approach any potential Suitable Entity to act as Back-Up Maintenance Coordinator to carry out the duties of the Seller on substantially the same terms as those in the Master Receivables Transfer Agreement with respect to the Lease Services within ninety (90) calendar days of the occurrence of a Downgrade Event (provided no Seller Termination Event has occurred). Following the selection by the Back-Up Maintenance Coordinator Facilitator of a Suitable Entity to act as Back-Up Maintenance Coordinator, the Management Company, acting in the name and on behalf of the Issuer, will appoint, with the prior consent of the Custodian (such consent not being unreasonably withheld), such entity as Back-Up Maintenance Coordinator, provided that such person shall stand by until it is notified by the Management Company of the occurrence of a Seller Termination Event and of its activation;

(b) upon the occurrence of a Seller Termination Event:

  (i) if a Back-Up Maintenance Coordinator has been appointed following the occurrence of a Downgrade Event, the Back-Up Maintenance Coordinator Facilitator shall forthwith appoint such Back-Up Maintenance Coordinator to act as a Substitute Maintenance Coordinator to carry out the duties of the Seller with respect to the Lease Services; or

(ii) if no Back-Up Maintenance Coordinator has been appointed following the occurrence of a Downgrade Event, the Back-Up Maintenance Coordinator Facilitator shall use all reasonable endeavours to identify and approach any potential Suitable Entity to act as a Substitute Maintenance Coordinator within ninety (90) calendar days of such Seller Termination Event; and following the selection by the Back-Up Maintenance Coordinator Facilitator of a Suitable Entity to act as Substitute Maintenance Coordinator, the Management Company shall appoint, with the prior consent of the Custodian (such consent not being unreasonably withheld), such entity as Substitute Maintenance Coordinator in accordance with, and subject to, the provisions of the Master Receivables Transfer Agreement;

(c) the funding, by no later than the Monthly Payment Date immediately following the occurrence of a Downgrade Event to the extent that such Downgrade Event occurs before the Calculation Date preceding such Monthly Payment Date, or otherwise by no later than the next following Monthly Payment Date, of the Maintenance Reserve by the Seller.

In relation to the mechanisms referred to in paragraphs (a) and (b) above, it should be noted that there is no guarantee that an appropriate Back-Up Maintenance Coordinator or Substitute Maintenance Coordinator could be found who would be willing to perform the Lease Services or service the Transferred Receivables and the Ancillary Rights, as applicable.

3.7 Lease Agreement Recalculations

Pursuant to each Lease Agreement, the rent may be subject to adjustments whether during the life of the relevant Lease Agreement (as long as such adjustments are permitted under the Servicing Agreement (including a Permitted Variation)), upon proposal of the Seller to the Lessee or further to a request made by the Lessee to amend the forecasted duration or mileage (*kilométrage*), or at termination of such Lease Agreement, depending on the effective mileage (*kilométrage*) and effective duration of the relevant lease (provided that in case of a request made by the Lessee, the Seller may refuse the request for a change in the duration or effective mileage of the Lease Agreement, depending on its financial consequences). Such adjustments may (i) modify the number and/or amount of the scheduled Instalments which could result in a decrease of the relating Discounted Balance and (ii) give rise to the invoicing of an additional amount to the Lessee, or to a credit note (*avoir*) or claim to the benefit of the Lessee corresponding to the retroactive reduction of the amount of the Instalments and, accordingly, a set-off right of the Lessee against any amount owed by it under any Series of Receivables by the Seller to the Issuer (in relation to which, please refer to the Sub-section entitled "*Risks from Lessees' defences and set-off rights against assignment may affect the performance of the Transferred Receivables*", on page 33.

3.8 Reliance on representations in respect of the Transferred Receivables

None of the Issuer, the Management Company, the Custodian, the Issuer Account Bank, the Paying Agent, the Listing Agent, the Arranger, the Sole Bookrunner, the Joint Lead Managers, the Registrar, the Data Protection Agent and the Swap Counterparty has undertaken or will undertake or cause to be undertaken any investigations, searches or other actions as to the status of the Transferred Receivables, the related Lessees, Lease Agreements, Vehicles and the related Ancillary Rights and will rely instead solely on the representations made by the Seller in respect of such matters in the Master Receivables Transfer Agreement (for a description of these representations see the Section entitled "*Purchase and Servicing of the Receivables – Purchase of Receivables – Representations and Warranties*" on page 150).

In the event of a breach of representation by the Seller, the Issuer's sole remedy will be the rescission of the purchase of the corresponding Series of Receivables. The Issuer would be reliant on the ability of the Seller

to perform its obligations in connection with the rescission of transfer of such a Series of Receivables. (For a description of the Issuer's rights in the event of a breach of representation by the Seller, see "*The Lease Agreements and the Receivables – Non-Compliance of the Transferred Receivables"* on page 127.)

3.9 Insurance Policies

In addition to the legal requirement to take out a public liability insurance with respect to any Vehicle situated or used in a road opened to public traffic, some of the Lease Agreements require the Lessee to enter into an insurance policy covering public liability, as well as certain risks incurred by the relevant Vehicle (such as damages or theft). However, the Seller is not in a position to verify that such obligations have been complied with, so that, in practice, the Lessee may or may not have taken out an insurance policy covering the theft, destruction or damages to the Vehicle and/or any public liability insurance with respect to the Vehicle (such an insurance policy, an "**Insurance Policy**").

There are, in any case, certain types of losses (such as losses resulting from war, terrorism, nuclear radiation etc.) which may be or may become either uninsurable or not insurable on economic terms, or are otherwise not covered by any Insurance Policy. The scope of coverage of Insurance Policy also depend upon the terms and conditions of the relevant policy (including the applicable deductibles). In addition, no assurances can be given as to whether the relevant Lessee will in fact renew any existing Insurance Policy, make payments of premiums or comply with other conditions to maintain Insurance Policies in full force and effect. If an insurance premium is not paid by a given Lessee, there is a risk that the relevant Vehicle may be uninsured if the relevant insurer decides to terminate the Insurance Policy.

In case of damages to a Vehicle, if indemnities are paid to the Lessee under an Insurance Policy, there is a risk that such indemnities are not used to repair the relevant Vehicle or to redeem the amounts due under the corresponding Lease Agreement (as the case may be). Even if it were the case, no assurances can be given that that the amounts received in respect of a successful claim would be sufficient to reinstate or cover the then residual value of the affected Vehicle. In such circumstances, the relevant Lessee's ability to pay all amounts due under the corresponding Lease Agreement (as the case may be) could be adversely affected and the ability of the Issuer to recover the unpaid amount by terminating or accelerating the relevant lease (as the case may be) and/or reselling the Vehicle could be adversely and similarly affected.

No assurances can be either be given that the relevant Seller will benefit from a claim against the relevant insurance company to recover any insurance indemnities or will be able in practice to submit any claim under any Insurance Policy.

3.10 Transfer of benefit of Insurance Receivables to Issuer

Under the Master Receivables Transfer Agreement, the Seller assigns to the Issuer Series of Receivables, which include any Insurance Receivables under any Insurance Policy (which exclude any insurance policy relating to corporal damages incurred by the Lessee(s) or to damages incurred by a third party). However, whether the Issuer will obtain the full benefit and right to enforce the Insurance Policies will depend upon whether such Insurance Policies permit assignment, whether the policies are in full force and effect, the nature of the rights and interest of the Seller under or in relation to such Insurance Policies and whether in practice the Issuer may obtain all relevant information about such policies as would be necessary to claim payment directly from the relevant insurer, assuming it is entitled to do so.

There is no certainty that any claims to insurance proceeds have or will be validly assigned to the Issuer or will in practice be available to the Issuer. Even if it were the case, no assurances can be given that the

amounts received in respect of a successful claim would be sufficient to reinstate or cover the then residual value of the affected Vehicle. This could adversely affect the Issuer's ability to redeem the Notes.

3.11 Risks resulting from French legislation may affect the performance of the Transferred Receivables

Imbalanced terms

Article 1171 of the French Civil Code, which was introduced by Ordinance No. 2016-131 of 10 February 2016, and is a rule of public policy, deems as "unwritten" any clause that is contained in a predefined standard contract (*contrat d'adhésion*) and creates a significant imbalance between the parties' respective rights and obligations (but the evaluation of any such imbalance does not extend to the main contract object itself or the adequacy of the consideration payable relative to the goods or services provided), regardless as to whether the contract is entered into with a consumer or not. Pursuant to Article 1110 of the French Civil Code, a *contrat d'adhésion* is one whose general terms and conditions are fixed in advance by one party and not open to negotiation and it cannot be excluded that Lease Agreements might be considered to qualify as such. For the purpose of the assessment of whether a clause creates an imbalance within the meaning of Article 1171 of the French Civil Code, there is no specific list provided for by French laws and regulations, and, at the date of this Prospectus, it remains uncertain how a judge would make such assessment.

These risks are mitigated by the fact that the Eligibility Criteria require that each Lease Agreement has been entered into in compliance with all applicable laws, rules and regulations.

Failure to comply with such Eligibility Criteria with respect to a Lease Agreement will constitute a breach of the representation made and warranty given by the Seller and will result in the rescission of the corresponding Series of Receivables arising therefrom which have been transferred to the Issuer.

3.12 Article 1343-5 of the French Civil Code

Pursuant to the provisions of Article 1343-5 of the French Civil Code, debtors have a right to request the competent court to postpone (*reporter*) or extend (*échelonner*) for a period of two (2) years, the payment of sums owed by them. Following such a request, the court may, by special and justified decision (*decision spéciale et motivée*), order that the sums corresponding to the postponed instalments bear interest at a reduced rate which cannot be a rate below the then applicable legal interest rate (*taux légal*) or that the payments will first be applied to reimburse the principal. If this occurs, the Class A Noteholders are likely to suffer a delay in the repayment of the principal of the Class A Notes and the Issuer may not be in a position to pay, in whole or in part, the accrued interest in respect of the Class A Notes if a substantial part of the Transferred Receivables is subject to a decision of this kind.

This risk is mitigated by the provision of liquidity from alternative sources (including the General Reserve), as more fully described in the Section entitled "*Credit Structure*" on page 212. However, no assurance can be made as to the sufficiency of such liquidity support features, or that such features will protect the holders of the Class A Notes from all risk of delayed payments.

3.13 The frequency of subsequent purchases of Receivables will impact the average life of the Class A Notes

Subject to the Seller being able to generate Eligible Receivables and to the satisfaction of the relevant Conditions Precedent for the acquisition of Eligible Receivables by the Issuer, it is the intention of the Seller to sell from time to time Additional Eligible Receivables to the Issuer during the Revolving Period. The

Issuer will acquire Additional Eligible Receivables from the Seller on the same terms and conditions as the Eligible Receivables assigned to the Issuer on the Closing Date. However, there is no guarantee as to the frequency with which the Seller will sell Additional Eligible Receivables to the Issuer or the amount of Additional Eligible Receivables that will be sold on any such occasion. There can therefore be no certainty as to the rate at which the Issuer will amortise the Class A Notes.

3.14 Changing characteristics of the Transferred Receivables during the Revolving Period could result in faster or slower repayments or greater losses on the Class A Notes

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

3.15 Impact of the geopolitical context and the resulting inflation

The Ukraine-Russia war started in February 2022 with the attack and invasion of Ukraine by Russia. This war has already led to energy price increases and inflation as a whole on the one hand and trade restrictions and sanctions on the other hand, but the long-term extent of the consequences of this war and its related counter-reactions as well as the duration of such a conflict remain unforeseeable at this time.

This conflict could have significant adverse effects on global economic, financial, political, social or government conditions which may result in higher inflation, higher interest rates, higher cost of living, lower or stagnating wages, increasing unemployment, changes in government regulatory, fiscal or tax policies, including changes in applicable tax rates and the modification of existing or adoption of new tax legislation, sanctions regimes, removal of subsidies, reduced public spending, increases in fuel prices, weakness in energy markets or a loss of consumer confidence.

The circumstances described above could have a material adverse impact on the economic capacity of the Lessees and other debtors to make payment in respect of the Transferred Receivables and on the recovery performance of the Servicer for Defaulted Lease Agreements. Should any of these circumstances further occur, the performance of the portfolio of Transferred Receivables could hence deteriorate and, as result, the amounts payable under the Class A Notes might be affected.

4. LEGAL AND REGULATORY RISKS

4.1 The Securitisation Regulation regime applies to the Class A Notes and non-compliance with this regime may have an adverse impact on the regulatory treatment of the Class A Notes and/or decrease liquidity of the Class A Notes

The Securitisation Regulation applies in general (subject to certain grandfathering) from 1 January 2019 and, from 9 April 2021, the Securitisation Regulation applies as amended by Regulation (EU) 2021/557. However, some legislative measures necessary for the full implementation of the Securitisation Regulation regime have not yet been finalised and compliance with certain requirements is subject to the application of transitional provisions. In addition, further amendments are expected to be introduced to the Securitisation Regulation regime as a result of its wider review on which, under Article 46 of the Securitisation Regulation,

the European Commission published a report on 10 October 2022 outlining a number of areas where legislative changes may be introduced in due course.

The Securitisation Regulation establishes certain common rules for all securitisations that fall within its scope (including recast of pre-1 January 2019 risk retention and investor due diligence regimes). The Securitisation Regulation requirements apply to the Class A Notes. As such, certain European-regulated institutional investors, including credit institutions and investment firms (and, in certain cases, their consolidated entities), authorised alternative investment fund managers, insurance and reinsurance undertakings, certain undertakings for the collective investment of transferable securities (UCITS) and certain regulated pension funds (institutions for occupational retirement provision), are required to comply under Article 5 with certain due diligence requirements prior to holding a securitisation position and on an ongoing basis while holding the position. Among other things, prior to holding a securitisation position, such institutional investors are required to verify certain matters with respect to compliance of the relevant transaction parties with credit granting standards, risk retention and transparency requirements and, on transactions notified as STS, compliance of that transaction with the STS Requirements.

If the relevant European-regulated institutional investor elects to acquire or holds the Class A Notes having failed to comply with one or more of these requirements, this may result in the imposition of a penal capital charge on the Class A Notes for institutional investors subject to regulatory capital requirements or a requirement to take a corrective action, in the case of a certain type of regulated fund investors. Aspects of the requirements of the Securitisation Regulation and what is or will be required to demonstrate compliance to national regulators remain unclear. Prospective investors should therefore make themselves aware of requirements applicable to them and are required to independently assess and determine the sufficiency of the information described in this Prospectus generally for the purposes of complying with such due diligence requirements under the Securitisation Regulation and any corresponding national measures which may be relevant.

Various parties to the Transaction (including the Seller and the Issuer) are also subject to the requirements of the Securitisation Regulation. However, some uncertainty remains in relation to the interpretation of some of these requirements and what is or will be required to demonstrate compliance to national regulators. Non-compliance with the relevant requirements directly applicable to such transaction parties under the Securitisation Regulation may give rise to certain administrative sanctions (including fines), which may adversely impact on the relevant parties' ability to perform their functions under the Transaction Documents and, in the case of any fines imposed on the Issuer, such fines will rank ahead of amounts payable to the Noteholders and may therefore adversely affect the ability of the Issuer to make payments under the Class A Notes.

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

Prospective investors in the Class A Notes are responsible for analysing their own regulatory position, and should consult their own advisers in this respect.

Prospective investors are referred to the Section entitled "*Regulatory* Aspects" on page 243 for further details and should note that there can be no assurance that undertakings relating to compliance with the Securitisation Regulation, the information in this Prospectus or information to be made available to investors in accordance with such undertakings will be adequate for any prospective institutional investors to comply with their due diligence obligations under the Securitisation Regulation.

4.2 Prudential regulation reforms under Basel or other frameworks may have an adverse impact on the regulatory capital treatment of the Class A Notes

Investors should note in particular that the Basel Committee on Banking Supervision (**BCBS**) has approved a series of significant changes to the Basel framework for prudential regulation (such changes being referred to by the BCBS as **Basel III**, and referred to, colloquially, as **Basel III** in respect of reforms finalised prior to 7 December 2017 and **Basel IV** in respect of reforms finalised on or following that date). The Basel III/IV reforms, which include revisions to the credit risk framework in general and the securitisation framework in particular, may result in increased regulatory capital and/or other prudential requirements in respect of securitisation positions. The BCBS continues to work on new policy initiatives. National implementation of the Basel III/IV reforms may lead to variances in those reforms and/or their timing. It should also be noted that changes to prudential requirements have been made for insurance and reinsurance undertakings through participating jurisdiction initiatives, such as the Solvency II framework in Europe. Investors in the Class A Notes are responsible for analysing their own regulatory position and prudential regulation treatment applicable to the Class A Notes and should consult their own advisers in this respect.

4.3 Investor compliance with due diligence requirements under UK Securitisation Regulation

The UK Securitisation Regulation applies in the UK from 11pm (London time) on 31 December 2020 following the end of the transition period relating to the UK's withdrawal from the EU (note that the UK is also no longer part of the EEA). The UK Securitisation Regulation largely mirrors (with some adjustments) the Securitisation Regulation as it applied in the EU at the end of 2020 (meaning that the amendments that took effect in the EU from 9 April 2021 are not part of the UK regime). The UK Securitisation Regulation regime is currently subject to a review. The HM Treasury issued a report on this review in December 2021 outlining a number of areas where legislative changes may be introduced in due course. The legislative reforms affecting the UK Securitisation Regulation regime are being introduced under the Financial Services and Markets Bill published in July 2022 and the "Edinburgh Reforms" of UK financial services unveiled on 9 December 2022. The timing and all of the details for the implementation of securitisation-specific reforms are not yet known, but these are expected to become clearer in the course 2023. Therefore, some divergence between EU and UK regimes exists already and the risk of more divergence in the future between EU and UK regimes cannot be ruled out.

As of the date of this Prospectus, like the Securitisation Regulation, the UK Securitisation Regulation also includes risk retention and transparency requirements (imposed variously on the SSPE, the originator, the sponsor and/or original lender of a securitisation) and due diligence requirements which are imposed, under the UK Securitisation Regulation, on UK-regulated institutional investors in a securitisation, which currently mirror the risk retention and transparency requirements under the Securitisation Regulation. However, there is a risk that in the future such requirements under the UK Securitisation Regulation are no longer aligned with the corresponding requirements of the Securitisation Regulation.

Potential UK regulated investors should note, in particular, that:

(a) in respect of the risk retention requirements set out in article 6 of the UK Securitisation Regulation, the Seller commits to retain a material net economic interest with respect to this Transaction in compliance with article 6 of the Securitisation Regulation only and not also in compliance with article 6 of the UK Securitisation Regulation; and

(b) in respect of the transparency requirements set out in article 7 of the UK Securitisation Regulation, (i) the Seller as the reporting Entity will make use of the standardised templates developed by ESMA in respect of the transparency requirements set out in article 7 of the Securitisation Regulation for the

purposes of this Transaction and does not commit to make use of the standardised templates adopted by the UK Financial Conduct Authority and (ii) documents to be made available to investors in accordance with article 7 of the EU Securitisation Regulation will be made available through the website of the European Data Warehouse (https://editor.eurodw.eu/) which was approved by the ESMA and by the FCA as a securitisation repository.

Potential UK regulated investors should be aware that, whilst at the date of this Prospectus the risk retention requirements and the transparency requirements under articles 6 and 7 of the Securitisation Regulation and articles 6 and 7 of the UK Securitisation Regulation are very similar, the requirements under the Securitisation Regulation and the UK Securitisation Regulation may diverge in the future. No assurance can be given that the information included in this Prospectus or provided by the Seller in accordance with the Securitisation Regulation will be sufficient for the purposes of assisting such UK institutional investors in complying with their due diligence obligations under article 5 of the UK Securitisation Regulation.

Potential UK regulated investors are therefore required to independently assess and determine the sufficiency of the information described in this Prospectus for the purposes of complying with article 5 of the UK Securitisation Regulation, and any corresponding national measures which may be relevant to investors, and no assurance can be given that this is the case. None of the Issuer, the Management Company, the Custodian, the Issuer Account Bank, the Registrar, the Paying Agent, the Listing Agent, the Data Protection Agent, the Swap Counterparty, the Arranger, the Sole Bookrunner, the Joint Lead Managers, the Servicer and the Seller gives any representation or assurance that such information described in this Prospectus is sufficient in all circumstances for such purposes.

4.4 STS designation impacts on regulatory treatment of the Class A Notes

It is the intention of the Seller, in its capacity as originator within the meaning of Article 2(3) of the Securitisation Regulation, that the securitisation transaction described in this Prospectus qualifies as simple, transparent and standardised transaction within the meaning of Article 18 (Use of the designation 'simple, transparent and standardised securitisation') of the Securitisation Regulation. The Seller, as originator, intends to submit to ESMA on or about the Closing Date an STS Notification with respect to the securitisation transaction described in this Prospectus. The STS Notification, once sent to ESMA, will be available for download on the ESMA STS Register website. Investors should be aware that the 'STS' status of a transaction is not static and should verify the current status of the Transaction on ESMA's website.

The STS securitisation designation impacts on the potential ability of the Class A Notes to achieve better or more flexible regulatory treatment under various EU regimes that were amended (or will be amended in due course) to take into account the STS framework (such as Type 1 securitisation under Solvency II, as amended; regulatory capital treatment under the securitisation framework of the Capital Requirements Regulation, as amended by the CRR; and Type 2B securitisation under the LCR Regulation, as amended (the **LCR Regulation**)).

With respect to the STS Notification, the Seller will obtain an assessment of compliance of the Transaction with the STS Requirements (the **STS Verification**) from a third-party verification agent authorised under Article 28 of the Securitisation Regulation (an **STS Verification Agent**).

It is important to note that the involvement of an STS Verification Agent is not mandatory and the responsibility for compliance with the Securitisation Regulation remains with the relevant institutional investors, originators, sponsors and issuers, as applicable in each case. An STS Verification will not absolve such entities from making their own assessments with respect to the Securitisation Regulation and other relevant regulatory provisions. Notwithstanding the STS Verification Agent's verification of compliance of

a securitisation with Articles 19 to 22 of the Securitisation Regulation, such verification does not ensure the compliance of the Securitisation Transaction with the general requirements of the Securitisation Regulation. A verification does not remove the obligation placed on investors to assess whether a securitisation labelled as 'STS' or 'simple, transparent and standardised' has actually satisfied the criteria. An STS Verification Agent cannot be relied on to determine compliance with the foregoing regulations in the absence of such assessments by the relevant entities.

Investors and prospective investors must not solely or mechanistically rely on any STS notification, on any STS Verification or on SVI's verification to this extent.

The STS securitisation designation is not an opinion on the creditworthiness of the relevant Class A Notes or on the level of risk associated with an investment in the relevant Class A Notes. It is not an indication of the suitability of the relevant 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 Verification, the STS Notification or other disclosed information.

No assurance can be provided that the Transaction does or will continue to qualify as an STS securitisation under the Securitisation Regulation. The relevant European-regulated institutional investors are required to make their own assessment with regard to compliance of the securitisation with the STS Requirements and such investors should be aware that non-compliance with the STS Requirements and the change in the STS status of the transaction may result in the loss of better regulatory treatment of the Class A Notes under the applicable regime(s), including in the case of prudential regulation, higher capital charges being applied to the Class A Notes and may have a negative effect on the price and liquidity of the Class A Notes in the secondary market. In addition, non-compliance may result in various sanctions and/or remedial measures being imposed on the relevant Transaction Parties, including without limitation the Seller and the Issuer, which may have an impact on the availability of funds to pay the Class A Notes.

The securitisation transaction described in this Prospectus is not intended to be designated as a simple, transparent and standardised securitisation for the purposes of the UK Securitisation Regulation (**UK STS**). However, under the UK Securitisation Regulation, the transaction described in this Prospectus can also qualify as UK STS until maturity, provided that it has been notified to ESMA prior to the end of the Brexit transition period (which ended on 31 December 2020) or within four (4) years thereafter and remain on the ESMA STS Register and continue to meet the requirements of articles 19 to 22 of the EU Securitisation Regulation. The relevant UK-regulated institutional investors are required to make their own assessment with regard to compliance of the securitisation with the STS Requirements and such investors should be aware that non-compliance with the STS Requirements and the change in the STS status of the transaction may result in the loss of better regulatory treatment of the Class A Notes under the applicable UK regulatory regime(s), including in the case of prudential regulation, higher capital charges being applied to the Class A Notes. No representation or assurance is or can be provided that the securitisation transaction described in this Prospectus qualifies as an "STS securitisation" under the UK Securitisation Regulation and will continue to qualify as such in the future until the date on which all Notes have been redeemed.

4.5 U.S. regulatory risks

U.S. Risk Retention Rules

The U.S. Risk Retention Rules (as further detailed in Section "Regulatory Aspects") generally require the "securitizer" of a "securitization transaction" to retain at least 5% of the "credit risk" of "securitised assets", as such terms are defined for purposes of that statute, and generally prohibit a "securitizer" from directly or

indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the "securitizer" is required to retain. The U.S. Risk Retention Rules provide that the securitizer of an asset-backed securitisation is its sponsor. The U.S. Risk Retention Rules also provide for certain exemptions from the risk retention obligation that they generally impose.

For the purposes of the U.S. Risk Retention Rules, the Seller, as sponsor under the U.S. Risk Retention Rules, does not intend to retain the minimum 5% of the credit risk of the securitized assets, but rather intends to rely on an exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions.

None of the Seller, the Issuer, the Management Company, the Custodian, the Arranger, the Sole Bookrunner, the Joint Lead Managers or any of their respective affiliates makes any representation to any prospective investor or purchaser of the Class A Notes as to whether the transactions described in this Prospectus comply as a matter of fact with the U.S. Risk Retention Rules on the Closing Date or at any time in the future. Investors should consult their own advisers as to the U.S. Risk Retention Rules. No predictions can be made as to the precise effects of such matters on any investor or otherwise. There can be no assurance that the exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions will be available. The Arranger, the Sole Bookrunner and the Joint Lead Managers will fully rely on representations made by potential investors and therefore the Arranger, the Sole Bookrunner and the Joint Lead Managers or any person who controls them or any director, officer, employee, agent or affiliate of the Arranger, the Sole Bookrunner and the Joint Lead Managers shall have no responsibility for determining the proper characterisation of potential investors for such restriction or for determining the availability of the exemption provided for in Section 20 of the U.S. Risk Retention Rules, and the Arranger, the Sole Bookrunner and the Joint Lead Managers or any person who controls them or any director, officer, employee, agent or affiliate of the Arranger, the Sole Bookrunner and the Joint Lead Managers do not accept any liability or responsibility whatsoever for any such determination or characterisation.

Failure of the transaction described in this Prospectus or of the Seller to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) could give rise to regulatory action which may adversely affect the market value of any Class A Notes and/or the ability of the Seller to perform its obligations. Furthermore, the impact of the U.S. Risk Retention Rules on the securitisation market generally is uncertain, and a failure by a transaction to comply with the risk retention requirements of the U.S. Risk Retention Rules could negatively affect the market value and secondary market liquidity of the Class A Notes.

4.6 Volcker Rule may restrict the ability of any prospective purchaser to invest in the Class A Notes

The Issuer is of the view that it is not now, and immediately after giving effect to the offering and sale of the Class A Notes and the application of the proceeds thereof on the relevant Closing Date will not be a "covered fund" for the purposes of the Investment Company Act and under the Volcker Rule and its related regulations. In forming such a view, the Issuer has relied on the determination that it would satisfy all of the elements of the loan securitisation exclusion provided for by section__.10(c)(8) of the Volcker Rule (for further details on the Volcker Rule, please see Section “Regulatory Aspects”).

The general effects of the Volcker Rule remain uncertain. There is limited interpretive guidance regarding the Volcker Rule, and implementation of the regulatory framework for the Volcker Rule is still evolving. Regulators in the United States may promulgate further regulatory changes. No assurance can be given as to the impact of such changes on the Class A Notes and prospective investors should be aware that the

Volcker Rule's prohibitions and lack of interpretive guidance could negatively impact the liquidity and value of the Class A Notes.

Any prospective investor in the Class A 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.

4.7 No regulation of Issuer by regulatory authority

The Issuer is not required to be licensed, registered or authorised under any current securities, commodities or banking laws of its jurisdiction of incorporation. The scenario whereby regulatory authorities in one or more jurisdictions would take a contrary view regarding the applicability of any such laws to the Issuer and submit the Issuer to other local laws and requirements cannot be completely excluded. The taking of such a contrary view by any such regulatory authority could, as a result, have an adverse impact on the Issuer or the holders of Class A Notes.

An investment in any Class A Notes does not have the status of a bank deposit and is not within the scope of any deposit protection scheme.

4.8 Authorised Investments

The temporary available funds standing to the credit of the Issuer Accounts (prior to their allocation and distribution) may be invested by the Management Company in Authorised Investments. The value of the Authorised Investments may fluctuate depending on the financial markets and the Issuer may be exposed to a credit risk in relation to the issuers of such Authorised Investments. None of the Management Company or the Issuer Account Bank guarantees the market value of the Authorised Investments. The Management Company and the Issuer Account Bank shall not be liable if the market value of any of the Authorised Investments fluctuates and decreases.

4.9 Hardening period

The hardening period (*période suspecte*) is a period of time the duration of which is determined by the bankruptcy judge upon the judgement recognising that the cessation of payments (*cessation des paiements*) of the insolvent company has occurred. The hardening period commences on a date which can be set at up to eighteen (18) months prior to the date of such judgement.

Article L. 632-1 of the French Commercial Code provides *inter alia* that transactions carried out during the hardening period and in respect of which the obligations of the involvent company notably exceeds (*n'excèdent pas notablement*) the obligation of its counterparty shall be automatically null and void, and that security interest granted by the insolvent company may in some specific cases be null and void at that time and article L.632-2 of the French Commercial Code provides *inter alia* for a potential nullity of acts carried out during the hardening period which are onerous (*actes à titre onéreux*) (which would include transfers of receivables as well as the granting of security interest) if the counterparty of an insolvent company was aware, at the time of conclusion of such acts, that such company was unable to pay its debts due with its available funds (*en état de cessation des paiements*).

Pursuant to article L. 214-169 of the French Monetary and Financial Code:

(a) the assignment of Transferred Receivables by the Seller, as well as any security interest granted by the Seller to the Issuer, shall remain valid (*conserve ses effets*), notwithstanding the state of cessation of payments (*l'état de cessation des paiements*) of the Seller on the relevant Transfer Date or the date of constitution of the relevant security interest or the commencement of any proceeding governed by Book VI of the French Commercial Code or any equivalent proceeding governed by any foreign law (*procédure équivalente sur le fondement d'un droit étranger*) against the Seller after such date (article L. 214-169, V, 4° of the French Monetary and Financial Code);

(b) the provisions of article L. 632-2 of the French Commercial Code shall not apply to payments received by the Issuer or to any acts which are onerous (*actes à titre onéreux*) carried out by the Issuer or to its benefit (*ne sont pas applicables aux paiements reçus par un organisme de financement, ni aux actes à titre onéreux accomplis par un organisme de financement ou à son profit*) to the extent such payments and such acts are directly connected with the transactions made pursuant to Article L. 214-168 of the French Monetary and Financial Code (*dès lors que ces paiements ou ces actes sont directement relatifs aux opérations prévues à l'article L. 214-168*) (article L. 214-169, VI of the French Monetary and Financial Code).

Based on (a) and (b) above, the rules pertaining to the nullity of acts concluded during the hardening period (*période suspecte*) provided for in article L.632-2 of the French Commercial Code will not apply in respect of the transfers of the Transferred Receivables by the Seller to the Issuer or any security interest granted by the Seller to the Issuer and directly connected to such transfers (which, although it is a matter of fact, should reasonably be considered to be the case of the security interest granted to the Issuer by the Seller under the Transaction Documents), and there is a strong argument, to give some import to the provisions mentioned in paragraph (a), that article L.632-1 of the French Commercial Code should not apply thereto either. Although there is an uncertainty, in the absence of case law regarding the interpretation of the provisions mentioned in (b) above, as to the reason why only article L. 632-2 has been explicitly mentioned by article L. 214-169, VI of the French Monetary and Financial Code (and not article L. 632-1) and whether this involves that article L. 632-1 would apply, in contradiction with paragraph (a) above, it should be noted that article L. 632-1 of the French Commercial Code would only apply to transfers of receivables carried out by the Seller if the obligations of the Seller were held to notably exceed (*excèdent notablement*) the obligations of the Issuer) and that, in any case, the Seller will represent and warrant under the Transaction Documents, each time it transfers receivables to the Issuer or grant or increases a security interest to the benefit of the Issuer, that it is not in a state of cessation of payments (*l'état de cessation des paiements*).

4.10 French reform of the provisions applicable to security interests

The General Reserve, Commingling Reserve, Maintenance Reserve and Set-Off Reserve will take the form of transfers of sums of moneys by way of security (*cessions de somme d'argent à titre de garantie*) constituted pursuant to, and governed by, articles 2374 et seq. of the French Civil Code. That novel security interest has been introduced by the 2021 Ordinance and there is no case law as to date regarding its regime.

For further details on the impact of the 2021 Ordinance on the Vehicles Pledge, please refer to the risk factor set out above entitled "*1.4 Risks relating to the Seller - Pledge of Vehicles without dispossession – Applicable regime"*.

4.11 European Bank Recovery and Resolution Directive

European Union

The stated aim of the BRRD is to provide supervisory authorities with common tools and powers to address banking crises pre-emptively in order to safeguard financial stability and minimize taxpayers' contributions to bank bail-outs and/or exposure to losses.

The powers granted to the authorities designated by member states of the European Union to apply the resolution tools and exercise the resolution powers set forth in the BRRD ("resolution authorities") include the introduction of a statutory "write-down and conversion power" with respect to capital instruments and a "bail-in tool", which will give the relevant resolution authority the power to cancel all or a portion of the principal amount of, or interest on, certain other eligible liabilities, whether unsubordinated or subordinated, of a failing financial institution and/or to convert certain debt claims into another security which may itself be written down. The bail-in tool can be used to recapitalise an institution that is failing or about to fail, allowing authorities to restructure it through the resolution process and restore its viability after reorganisation and restructuring.

In addition to the bail-in tool and the write-down and conversion power, the BRRD provides resolution authorities with broader powers to implement other resolution measures with respect to distressed banks, which may include (without limitation): (i) directing the sale of the bank or the whole or part of its business on commercial terms without requiring the consent of the shareholders or complying with the procedural requirements that would otherwise apply, (ii) transferring all or part of the business of the bank to a "bridge institution" (a publicly controlled entity), (iii) transferring the impaired or problem assets to an asset management vehicle to allow them to be managed and worked-out over time, (iv) replacing or substituting the bank as obligor in respect of debt instruments, (v) modifying the terms of debt instruments (including altering the maturity and/or the amount of interest payable and/or imposing a temporary suspension on payments), and/or (vi) discontinuing the listing and admission to trading of financial instruments.

The SRM complements the Single Supervisory Mechanism (the **SSM**) and implements the BRRD to SSM banks with the aim of providing for a uniform framework of regulation and supervision. It ensures that, if a bank subject to the SSM faces serious difficulties, its resolution can be managed efficiently with minimal costs to taxpayers and the real economy. The SRM, amongst others, applies to all banks in the Eurozone and other Member States that choose to participate.

France

The BRRD has been formally transposed into French law by the French Separation Law, as amended and supplemented by the 2015 Order which, among other provisions, gave various resolution powers to the resolution board of the ACPR (together, the **French Resolution Regime**). Such resolution powers include:

(a) the appointment by the ACPR of a provisional administrator, it being specified that any contractual provision providing that such appointment triggers an event of default would be void;

(b) (i) the transfer to a third party of all or part of one or several business units (*branches d'activités*) of the French bank or the French investment firm; and/or (ii) the transfer to a bridge institution (*établissement-relais*), a third party, an asset management vehicle wholly or partially owned by one or more public authorities, or the deposit guarantee and resolution fund (*fonds de garantie des dépôts et de résolution*) of all or part of its assets, rights and obligations (each such measure being referred to herein as a **Transfer**). It is further provided that in case of Transfer, outstanding agreements relating to the business, assets, rights or obligations so transferred shall remain executory and may not be terminated nor give rise to any set off merely as a result of such Transfer, notwithstanding any contractual or statutory provisions to the contrary;

(c) the suspension of close-out netting rights in relation to any contracts entered into by the credit institution (*établissement de crédit*) until 0:00 (midnight) at the latest on the business day following the day of publication of the decision, of the ACPR;

(d) a bail-in (*mesure de renflouement interne*) of all or part of the credit institution's or the investment firm's liability under which the ACPR may decide to exercise write-down or conversion powers; and/or

(e) a modification or an amendment to the contractual terms of a contract to which the credit institution or the investment firm is a party (including a financial contract).

If at any time any resolution powers would be used by the *Autorité de contrôle prudentiel et de résolution* under the French Resolution Regime or, as applicable, the Single Resolution Board or any other relevant authority in relation to the Issuer Account Bank, the Swap Counterparty, the Data Protection Agent or the Paying Agent or otherwise, this could adversely affect the proper performance by each of the Issuer Account Bank, the Swap Counterparty, the Data Protection Agent or the Paying Agent under the Transaction Documents and result in losses to, or otherwise affect the rights of, the Issuer or the Noteholders and/or could affect the market value and the liquidity of the Class A Notes and/or the ability of the Issuer to satisfy its obligations under any Class A Notes.

4.12 Impact of EMIR and MIFID II on the Swap Agreement

Impact of EMIR and MiFID II on the Swap Agreement

EMIR (as amended by Regulation (EU) 2019/834 (EMIR Refit 2.1)) prescribes a number of regulatory requirements for counterparties to derivatives contracts including: (i) a mandatory clearing obligation for certain classes of OTC derivatives contracts (the **Clearing Obligation**); (ii) collateral exchange, daily valuation and other risk mitigation requirements for OTC derivatives contracts not subject to clearing (the **Risk Mitigation Requirements**); and (iii) certain reporting requirements. In general, the application of such regulatory requirements in respect of the Swap Agreement will depend on the classification of the counterparties to such derivative transactions.

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

The Issuer is currently an NFC-, although a change in its position cannot be ruled out. Should the status of the Issuer change to NFC+ or FC, this might result in the application of the Clearing Obligation or the collateral exchange obligation under the Risk Mitigation Requirements, although it seems unlikely that any of the swap agreements would be a relevant type of OTC derivative contract that would be subject to the Clearing Obligation under the relevant implementing measures made to date.

It should also be noted that, given the intention to seek the STS designation for the Transaction, should the status of the Issuer change to NFC+ or FC, another exemption from the Clearing Obligation and a partial exemption from the collateral exchange obligation may be available for the Swap Agreement, provided the

applicable conditions are satisfied. With regard to the latter, please refer to the Section entitled "*Description of the Swap Documents*" on page 217.

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

The EU regulatory framework and legal regime relating to derivatives is set not only by EMIR but also by the recast version of the Markets in Financial Instruments Directive (**MiFID II**) which came into force on 2 July 2014. MiFID II is supplemented by the Regulation (EU) No. 600/2014 (**MiFIR**). MiFID II and MiFIR provide for new regulations which require transactions in OTC derivatives to be traded on organised markets. MiFIR sets out the obligation of trading on organised markets.

Prospective investors should be aware that the regulatory changes arising from EMIR, MiFID II and MiFIR may in due course significantly raise the costs of entering into derivative contracts and may adversely affect the Issuer's ability to engage in transactions in OTC derivatives, including if the Issuer intends to replace the Swap Counterparty and/or enter into a replacement swap transaction(s). As a result of such increased costs or increased regulatory requirements, investors may receive less interest or return, as the case may be. Such risks are material and the Issuer could be materially and adversely affected thereby.

As such, investors should consult their own independent advisers and make their own assessment about the potential risks posed by EMIR, technical standards made thereunder (including the Adopted Technical Standards), MiFID II and MiFIR, in making any investment decision in respect of the Notes.

Lastly, given that the application of some of the EMIR provisions and additional technical standard or amendments to the existing EMIR provisions may come into effect in due course, prospective investors should be aware that the relevant Transaction Documents may need to be amended during the course of the Transaction to ensure that the terms thereof and the parties obligations thereunder are in compliance with EMIR and/or the then subsisting EMIR technical standards, and that in accordance with Condition 8.2, the Management Company may agree to such amendments without the consent of the Noteholders.

5. TAX CONSIDERATIONS

5.1 Withholding Tax under the Class A Notes

In the event that withholding taxes are imposed in respect of payments to Class A Noteholders of amounts due pursuant to the Class A Notes, the Issuer is not obliged to gross-up or otherwise compensate the Class A Noteholders for the lesser amounts the Class A Noteholders will receive as a result of the imposition of withholding taxes (see the Section entitled "*Taxation*" on page 181 for a summary of certain tax considerations in relation to the Class A Notes).

5.2 Withholding Tax in relation to the Transferred Receivables

In the event that withholding taxes are imposed in respect of payments to the Issuer from the Lessees, the Lessees are not required under the terms of the relevant Lease Agreements to gross-up or otherwise

compensate the Issuer for the lesser amounts which the Issuer will receive as a result of the imposition of such withholding taxes.

5.3 Proposed EU Financial Transaction Tax (FTT)

On 14 February 2013, the European Commission published a proposal (the **Commission's Proposal**) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the **Participating Member States**). In March 2016, Estonia indicated its withdrawal from the enhanced cooperation.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in the Class A Notes (including secondary market transactions) in certain circumstances.

Under the Commission's Proposal, the FTT could apply in circumstances where at least one party to a relevant financial transaction is established in a Participating Member State and a financial institution established (or deemed established) in a Participating Member State is a party (acting for its own account or for the account of another person) or is acting in the name of a party. In this respect, it should be noted that a financial institution will be treated as established in a Participating Member State if it is a party (acting for its own account or for the account of another person) or is acting in the name of a party to a transaction which involves securities issued by an entity incorporated in or registered in a Participating Member State, such as the Class A Notes.

However, the FTT proposal remains subject to negotiation between the Participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate and/or Participating Member States may decide to withdraw.

At the ECOFIN Council meeting of 14 June 2019, a state of play of the work on the FTT was presented on the basis of a note prepared by Germany on 7 June 2019 indicating a consensus among the Participating Member States (excluding Estonia) to continue negotiations on the basis of a joint French-German proposal based on the French financial transactions tax model which in principle would only concern shares of listed companies whose head office is in a Member State of the European Union. However, such proposal is still subject to change until a final approval.

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

5.4 ATAD 2

As part of its anti-tax avoidance package, the EU Council adopted Council Directive (EU) 2017/952 (the **ATAD 2**) on 29 May 2017 to provide for minimum standards for counteracting hybrid mismatches involving EU member states and third countries. EU member states had until 31 December 2019 to implement the ATAD 2 (except for measures relating to reverse hybrid mismatches, which had to be implemented by 31 December 2021 and apply since 1 January 2022). There is one ATAD 2 related measure of particular relevance to the FCT which could, if applicable, increase the FCT's liability to French tax.

ATAD 2 provides for reverse hybrid mismatch rules. France has implemented ATAD 2 rules into French law as they relate to reverse hybrid mismatch rules under Article 205 C of the French tax code (which applies to fiscal years opened as from 1st January 2022). This legislation could have an impact on the exemption from corporate income tax applicable to the FCT if the FCT were to be considered as a reverse hybrid (*hybride inversé*) (i.e. if investors holding in aggregate a direct or indirect interest in 50% or more of the

rights to a share of profit in the FCT regard the FCT as a taxable person). The guidelines (BOI-IS-BASE-80-30) regarding article 205 C of the French tax code (which were published by the French tax authorities on 15 December 2021) do not address the situation of a *fonds commun de titritisation*. The actual consequence of Article 205 C of the French tax code on the tax status of a *fonds commun de titrisation* generally is uncertain. Whilst the French tax authorities seem to consider that a *fonds commun de titrisation* is transparent, there are arguments to consider that the FCT should be viewed as an entity exempt from tax (rather than a tax transparent entity).

SUPPLEMENT TO THE PROSPECTUS

Every significant new factor, material mistake or material inaccuracy relating to the information included in the Prospectus which may affect the assessment of the Class A Notes and which arises or is noted between the date of the approval granted by the CSSF in relation to the Prospectus and the Closing Date, shall be mentioned in a supplement to the Prospectus without undue delay, in accordance with and within the meaning of Article 23 of the Prospectus Regulation.

OVERVIEW OF THE TRANSACTION

The attention of potential investors in the Class A Notes is drawn to the fact that the following Section only sets out a summary of the information relating to the Issuer and should be considered by reference to the detailed information provided in this Prospectus. In addition, as the nominal amount of the Class A Notes will be equal to EUR 100,000, the following section is not, and is not to be regarded as, a "*résumé*" within the meaning of Article 7 of the Prospectus Regulation. Capitalised words or expressions shall have the meanings given to them in the glossary of terms in the Annex 1 to this Prospectus.

The Issuer	RED & BLACK AUTO LEASE FRANCE 2 is a French *fonds commun de titrisation* (securitisation mutual fund) governed by the provisions of Articles L. 214-166-1 to L. 214-175, L. 214-175-1 to L. 214-175-8, L. 214-180 to L. 214-186, L. 231-7 and R. 214-217 to R. 214-235 of the French Monetary and Financial Code and the Issuer Regulations and established on the Closing Date by the Management Company. The FCT is a *fonds d'investissement alternatif* (alternative investment fund) pursuant to Article L. 214-24, II., 4° of the French Monetary and Financial Code. In accordance with article L. 214-180 of the French Monetary and Financial Code, the FCT is a *copropriété* (co-ownership entity) which does not have a *personnalité morale* (separate legal personality). The FCT is neither subject to the provisions of the French Civil Code relating to the rules of the *indivision* (co-ownership) nor to the provisions of Articles 1871 to 1873 of the French Civil Code relating to *société en participation* (partnerships). For further details, see the Section entitled "*General Description of the Issuer*" on page 87.
Purpose of the Issuer	In accordance with Articles L. 214-168 and L. 214-175-1 of the French Monetary and Financial Code and pursuant to the terms of the Issuer Regulations, the purpose of the Issuer is to issue the Notes and the Residual Units in order to purchase from the Seller auto lease receivables arising from Lease Agreements governed by French law granted by the Seller to certain Lessees and the related residual value receivables.
Seller and Pledgor	TEMsys, a *société anonyme* incorporated under, and governed by, the laws of France, whose commercial name is ALD Automotive and whose registered office is at 15 allées de l'Europe, 92110 Clichy, France, registered with the Trade and Companies Register of Nanterre (France) under number 351 867 692. For further details, see the Section entitled "*Description of the Seller*" on page 174.

Management Company	France Titrisation, a *société anonyme* incorporated under, and governed by, the laws of France, authorised as a *société de gestion de portefeuille habilitée à gérer des fonds d'investissement alternatifs* (including *organismes de titrisation*) by the French *Autorité des Marchés Financiers*, whose registered office is at 1, boulevard Haussmann 75009 Paris, France. For further details, see the Section entitled "*General Description of the Issuer – Relevant Parties – The Management Company*" on page 87.
Custodian	Société Générale, a *société anonyme* whose registered office is located at 29, boulevard Haussmann, 75009 Paris, France, registered with the Trade and Companies Registry of Paris, France, under number 552 120 222, France, licensed as an *établissement de crédit* (credit institution) by the *Autorité de Contrôle Prudentiel et de Résolution* under the French Monetary and Financial Code. For further details, see the Section entitled "*General Description of the Issuer – Relevant Parties – The Custodian*" on page 87.
Registrar	Société Générale, a *société anonyme* whose registered office is located at 29, boulevard Haussmann, 75009 Paris, France, registered with the Trade and Companies Registry of Paris, France, under number 552 120 222, France, licensed as an *établissement de crédit* (a credit institution) by the *Autorité de Contrôle Prudentiel et de Résolution* under the French Monetary and Financial Code.
Swap Counterparty	Royal Bank of Canada, established as a Canadian Bank incorporated under and governed by the Bank Act (Canada), whose head office is located at 1 Place Ville Marie, Montreal, Quebec, H3B 3A9, Canada, licensed as a Schedule I bank under the *Bank Act* (Canada), acting through its Paris Branch located at 58 Avenue Marceau, 75008 Paris and licensed as an *établissement de crédit* (credit institution) by the *Autorité de Contrôle Prudentiel et de Résolution*. For further details, see the Sections entitled "*Description of the Swap Documents*" on page 217 and "*Description of the Swap Counterparty*" on page 222.
Issuer Account Bank	Société Générale, a *société anonyme* incorporated under, and governed by, the laws of France, whose registered office is at 29, Boulevard Haussman, 75009 Paris, France, licensed as an *établissement de crédit* (a credit institution) by the *Autorité de Contrôle Prudentiel et de Résolution* under the French Monetary and Financial Code. The Issuer Account Bank is the credit institution in the books of which the Management Company has opened the Issuer Accounts, pursuant to the

provisions of the Account and Cash Management Agreement. For further details, see the Section entitled "*General Description of the Issuer – Relevant Parties – The Issuer Account Bank*" on page 99.

Servicer

The Seller has been appointed to act as servicer of the Transferred Receivables (the **Servicer**) under the Servicing Agreement. The Servicer collects all amounts due to the Issuer in respect of the Transferred Receivables, administers the related Lease Agreements, and preserves and enforces all of the Issuer's rights relating to the Transferred Receivables. The Servicer prepares and submits Monthly Servicer Reports in respect of the performance of the Transferred Receivables in the form set out in the Servicing Agreement.

Back-Up Servicer Facilitator

France Titrisation, in its capacity as back-up servicer facilitator.

The Back-Up Servicer Facilitator shall use all reasonable endeavours to identify and approach any potential Suitable Entity to act as Back-Up Servicer within ninety (90) calendar days following the occurrence of a Downgrade Event (provided no Servicer Termination Event has occurred).

Following the selection by the Back-Up Servicer Facilitator of a Suitable Entity to act as Back-Up Servicer, the Management Company, acting in the name and on behalf of the Issuer, will appoint, with the prior consent of the Custodian (such consent not being unreasonably withheld), such entity as Back-Up Servicer in accordance with, and subject to, Article L. 214-172 of the French Monetary and Financial Code and the Servicing Agreement, provided that such person shall stand by until it is notified by the Management Company of the occurrence of a Servicer Termination Event and of its activation.

Upon the occurrence of a Servicer Termination Event:

(i) if a Back-Up Servicer has been appointed following the occurrence of a Downgrade Event, the Back-Up Servicer Facilitator shall forthwith appoint such Back-Up Servicer to act as a Substitute Servicer; or

(ii) if no Back-Up Servicer has been appointed after the occurrence of a Downgrade Event with respect to the Servicer, the Management Company as Back-Up Servicer Facilitator shall use all reasonable endeavours to identify and approach any potential Suitable Entity to act as a Substitute Servicer within thirty (30) calendar days. In this respect, the Back-Up Servicer Facilitator shall:

(a) identify and approach Suitable Entities;

(b) request each Suitable Entity identified to provide a written fee quote; and

(c) select the most suited Suitable Entities as Substitute Servicer upon receipt of each such fee quote.

Following the selection by the Back-Up Servicer Facilitator of a Suitable Entity to act as Substitute Servicer, appointing, with the prior consent of the Custodian (such consent not being unreasonably withheld), such entity as Substitute Servicer in accordance with, and subject to, Article L. 214-172 of the French Monetary and Financial Code and the Servicing Agreement.

Back-Up Maintenance Coordinator Facilitator

France Titrisation, in its capacity as back-up maintenance coordinator facilitator.

Under the Master Receivables Transfer Agreement, the Back-Up Maintenance Coordinator Facilitator has undertaken to use all reasonable endeavours to identify and approach any potential Suitable Entity to act as Back-Up Maintenance Coordinator to carry out the duties of the Seller on substantially the same terms as those in the Master Receivables Transfer Agreement with respect to the Lease Services within ninety (90) calendar days of the occurrence of a Downgrade Event (provided no Seller Termination Event has occurred). Following the selection by the Back-Up Maintenance Coordinator Facilitator of a Suitable Entity to act as Back-Up Maintenance Coordinator, the Management Company, acting in the name and on behalf of the Issuer, will appoint, with the prior consent of the Custodian (such consent not being unreasonably withheld), such entity as Back-Up Maintenance Coordinator, provided that such person shall stand by until it is notified by the Management Company of the occurrence of a Seller Termination Event and of its activation.

Upon the occurrence of a Seller Termination Event:

(i) if a Back-Up Maintenance Coordinator has been appointed following the occurrence of a Downgrade Event, the Back-Up Maintenance Coordinator Facilitator shall forthwith appoint such Back-Up Maintenance Coordinator to act as a Substitute Maintenance Coordinator to carry out the duties of the Seller with respect to the Lease Services; or

(ii) if no Back-Up Maintenance Coordinator has been appointed following the occurrence of a Downgrade Event, the Back-Up Maintenance Coordinator Facilitator shall use all reasonable endeavours to identify and approach any potential Suitable Entity to act as a Substitute Maintenance Coordinator within ninety (90) calendar days of such Seller Termination Event; and following the selection by the Back-Up Maintenance Coordinator Facilitator of a Suitable Entity to act as Substitute Maintenance Coordinator, the Management Company shall appoint, with the prior consent of the Custodian (such consent not being unreasonably withheld), such entity as Substitute Maintenance Coordinator in accordance with, and subject to, the provisions of the Master Receivables Transfer Agreement.

Data Protection Agent

Société Générale, a *société anonyme* whose registered office is located at 29, boulevard Haussmann, 75009 Paris, France, registered with the Trade and Companies Registry of Paris, France, under number 552 120 222, France, licensed as an *établissement de crédit* (a credit institution) by the *Autorité de Contrôle Prudentiel et de Résolution* under the French Monetary and Financial Code.

Paying Agent

Société Générale, a *société anonyme* whose registered office is located at 29, boulevard Haussmann, 75009 Paris, France, registered with the Trade and Companies Registry of Paris, France, under number 552 120 222, France, licensed as an *établissement de crédit* (a credit institution) by the *Autorité de Contrôle Prudentiel et de Résolution* under the French Monetary and Financial Code. For further details, see the Section entitled "*General Information*" on page 250.

Listing Agent

Société Générale Luxembourg, a *société anonyme* incorporated under the laws of Luxembourg, accredited as a credit institution in Luxembourg, enrolled on the list of banking institutions drawn up by the CSSF, whose registered office is at 11 avenue Emile Reuter, L-2420 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Registry of Trade and Companies under number B 6061. For further details, see the Section entitled "*General Information*" on page 250.

Statutory Auditor

Deloitte, a *société par actions simplifiée* (SAS) incorporated under, and governed by, the laws of France, whose registered office is at 6 Place de la Pyramide, 92908 Paris La Défense Cedex, registered as a chartered accountant with the

Compagnie Nationale des Commissaires aux Comptes (CNCC).

The Transferred Receivables

The Transferred Receivables consist of Series of Receivables comprising Lease Receivables and Other Receivables. The Lease Receivables are euro-denominated, monetary obligations of the Lessees, arising under Lease Agreements governed by French law and entered into between the Seller and one Lessee in relation to the lease of a Vehicle (excluding any amount related to VAT and any fees payable under any services and/or maintenance contracts and any other amounts defined as the Excluded Lease Amounts). The Other Receivables consist mainly in receivables potentially arising in connection with the termination of Lease Agreements (in particular in case of early termination or default of the relevant Lessees) and the Vehicle Sales Receivable arising from the sale of the corresponding Vehicles.

The Seller represents and warrants that the Series of Receivables sold by it to the Issuer satisfied and will satisfy all the Eligibility Criteria as of the Cut-Off Date relating to the relevant Transfer Date (see the Section entitled "*The Lease Agreements and the Receivables*" on page 121).

Ancillary Rights

The Ancillary Rights include, in respect of each Transferred Receivable and the related Lease Agreement:

(a) the right to serve notice to pay or repay, to recover and/or to grant a discharge in respect of the whole or part of the amounts due or to become due in connection with the said Transferred Receivable from the relevant Lessee or from any other debtor (or from any other person having granted any Collateral Security);

(b) the benefit of any and all undertakings assumed by the relevant Lessee (or by any other person having granted any Collateral Security) in connection with the said Transferred Receivable pursuant to the relevant Contractual Documents in so far as they support or secure the payment of the said Transferred Receivable;

(c) the benefit of any and all actions against the relevant Lessee (or against any other person having granted any Collateral Security) in connection with the said Transferred Receivable pursuant to the relevant Contractual Documents; and

(d) the benefit of any Collateral Security attached, whether by operation of law or on the basis of the

Contractual Documents or otherwise, to such Transferred Receivable.

The Collateral Security consist in (i) any rights or guarantees (*cautions*) which secure the payment of the Transferred Receivables under the terms of the relevant Lease Agreements and which are accessories to such Transferred Receivables and (ii) any other security interest and more generally any sureties, guarantees and other agreements or arrangements of whatever nature (but excluding any cash deposit) in favour of the Seller supporting or securing the payment of such Transferred Receivables.

Acquisition of the Eligible Receivables

The Seller and the Issuer will enter into the Master Receivables Transfer Agreement on or about the Signing Date, which is governed by French law and pursuant to which the Issuer will acquire Eligible Receivables from the Seller.

During the Revolving Period, the Seller may offer to sell Additional Eligible Receivables to the Issuer. Transfer Offers may be made to sell Additional Eligible Receivables on any Transfer Date subject to the detailed terms and conditions applicable to Transfer Offers specified in the Master Receivables Transfer Agreement. The Issuer may accept all such Transfer Offers subject to certain conditions being satisfied (see the Section entitled "*Purchase and Servicing of the Receivables*" on page 150).

The Revolving Period

The Revolving Period is the period during which the Issuer is entitled to acquire Eligible Receivables from the Seller, in accordance with the provisions of the Issuer Regulations and the Master Receivables Transfer Agreement. The Revolving Period will start on the Closing Date and will last until (but excluding) the earlier of:

(a) the Monthly Payment Date falling in July 2024; and

(b) the Monthly Payment Date immediately following the date of occurrence of an Amortisation Event.

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

Transfer and Purchase Price of Receivables

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

The purchase price for the Eligible Receivables to be transferred to the Issuer on the Closing Date and on any subsequent Transfer Date will be equal to the Receivables Transfer Price applicable to the Closing Date or such Transfer Date, and will be payable on the Closing Date or such Transfer Date, as applicable.

Where applicable, the Issuer shall also pay to the Seller, on each Monthly Payment Date, an Additional Transfer Price equal to the Aggregate Discounted Balance Increase Amount relating to the current Reference Period, by way of transfer of the said Aggregate Discounted Balance Increase Amount due and payable by the Issuer to the Seller on the same Monthly Payment Date and in accordance with, and subject to, the applicable Priority of Payments, to the credit of the account designated by the Seller to the Management Company (provided that such Aggregate Discounted Balance Increase Amount may be subject to set-off with the Aggregate Discounted Balance Reduction Amount due by the Seller to the Issuer on such Monthly Payment Date, resulting either in the payment by the Issuer to the Seller of an Aggregate Discounted Balance Net Increase Amount or the payment by the Seller to the Issuer of an Aggregate Discounted Balance Net Reduction Amount (as part of the Deemed Collections) on that Monthly Payment Date).

The Seller has agreed to give certain representations and warranties under the Master Receivables Transfer Agreement in favour of the Issuer in relation to the Eligible Receivables purchased by the Issuer on the Closing Date, with reference to the facts and circumstances existing on the Cut-Off Date immediately preceding the Closing Date.

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

Servicing and Collections

Pursuant to Article L. 214-172 of the French Monetary and Financial Code and the Servicing Agreement, the Servicer shall collect all amounts due to the Issuer in respect of the Transferred Receivables and the Ancillary Rights attached thereto, administer the related Lease Agreements, and preserve and enforce all of the Issuer's rights relating to the Transferred Receivables. The Servicer shall prepare and submit Monthly Servicer Reports in respect of the performance of the Transferred Receivables in the form set out in the Servicing Agreement.

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

(a) collect, transfer and deposit (or ensure the collection, transfer and deposit), in an efficient and timely manner, to the Servicer's collection accounts, all Collections falling under item (a), (b) or (c) of the definition of that term in respect of the Transferred Receivables;

(b) pay to the Issuer no later than on the Business Day immediately preceding each Monthly Payment Date, (i) in respect of Collections other than Collections falling under item (d), (e) or (f) of the definition of that term, all such Collections received, or (ii) for as long as the Seller and the Servicer are the same entity, in respect of Collections falling under item (e) or (f) of the definition of that term, all Collections that became due and payable by it in its capacity as Seller, in each case during the immediately preceding Reference Period, by crediting an amount equal to such Collections to the Operating Account;

(c) pay to the Issuer no later than on each Monthly Payment Date, for as long as the Seller and the Servicer are the same entity, in respect of Collections falling under item (d) of the definition of that term, all Collections that became due and payable by it in its capacity as Seller, in each case during the immediately preceding Reference Period, by crediting an amount equal to such Collections to the Operating Account (subject to any set-off arrangements provided for in any Transaction Document); and

(d) more generally, pay to the Operating Account all amounts due and payable by the Seller or the Servicer pursuant to the Transaction Documents to which they

are parties, on the relevant contractual payment date set out therein.

In return for the services provided under the Servicing Agreement, the Issuer will pay to the Servicer on each Monthly Payment Date, in accordance with, and subject to, the applicable Priority of Payments, a fee in arrear which is calculated in an amount equal to the sum of:

(a) in respect of the lease portfolio management tasks (*gestion des créances*), 0.5% of the aggregate Discounted Balance of the Performing Receivables with no arrears as of the second Cut-Off Date preceding such Monthly Payment Date (plus any applicable taxes) divided by twelve (12); and

(b) in respect of the recovery process tasks (*recouvrement des créances*), 1.00% of the sum of (i) the aggregate Discounted Balance of all Performing Receivables with arrears, (ii) the aggregate Arrears Amounts of such Performing Receivables and (iii) the aggregate Defaulted Amounts of the Defaulted Lease Agreements (excluding written-off Receivables) of the Issuer as of the second Cut-Off Date preceding the relevant Monthly Payment Date (plus any applicable taxes), divided by twelve (12),

it being agreed that the total fee paid to the Servicer shall not be greater than 0.6% of the Aggregate Discounted Balance as of the second Cut-Off Date preceding the relevant Monthly Payment Date (taxes included), divided by twelve (12).

Vehicles Pledge Agreement

Under the terms of the Vehicles Pledge Agreement, the Seller as pledgor will undertake to constitute in favour of the Issuer a pledge without dispossession (*gage sans dépossession*) pursuant to articles 2333 *et seq.* of the French Civil Code (*Code civil*), over the Vehicles corresponding to the Transferred Receivables, as security for the due and timely performance by ALD Automotive of all of its present and future payment obligations, as Seller and Servicer, under the Seller Performance Undertakings and all present and future payment obligations of the Seller *vis-à-vis* the Issuer to pay any Compensation Payment Obligation.

General Reserve

The Issuer shall open the General Reserve Account at the latest on the Closing Date.

Pursuant to the provisions of the Master Receivables Transfer Agreement, the Seller shall constitute the General Reserve as security for the satisfaction of its obligation towards the Issuer

to indemnify, on each Monthly Payment Date, the Issuer against the non-performance of any Transferred Receivable if and to the extent where the Issuer is not able to make any of the following payments on any relevant Monthly Payment Date:

(a) during the Revolving Period: any of the payments set out in paragraphs (1) to (4) of the applicable Priority of Payments; and

(b) during the Amortisation Period: any of the payments set out in paragraphs (1) to (12) of the applicable Priority of Payments (for the avoidance of doubt, the item (5) corresponds to a credit to the General Reserve for an amount equal to the applicable General Reserve Required Amount as of such Monthly Payment Date (subject to any netting in accordance with such Priority of Payments)); and

(c) during the Accelerated Amortisation Period: any of the payments set out in paragraphs (1) to (10) of the applicable Priority of Payments,

in each case, in accordance with, and subject to, the applicable Priority of Payments, and provided that in any case, whatever the amount of any such payments which the Issuer would not be able to make, the amount of the obligation of the Seller under the payment undertaking referred to above shall be equal to the minimum of (i) the amount of that payment and (ii) the amount of the General Reserve Cash Deposit still outstanding as of the date on which that obligation becomes due and payable pursuant to the guarantee referred to above, so that the aggregate of all payment obligations of the Seller under its payment obligations described above will never exceed the amount of the General Reserve Cash Deposit.

In accordance with the provisions of the Master Receivables Transfer Agreement, as security for the due and timely payment of any and all amounts due and payable under the payment undertaking referred to above, the Seller will make, on the Closing Date, the General Reserve Cash Deposit with the Issuer by way of full transfer of title.

The General Reserve Cash Deposit Amount will be equal to the General Reserve Required Amount applicable on the Closing Date. The General Reserve Cash Deposit will constitute the initial balance standing to the credit of the General Reserve Account.

The credit balance of the General Reserve Account shall be transferred by the Management Company to the Operating Account on each Monthly Payment Date during the Revolving Period or the Amortisation Period (subject to any netting in accordance with the applicable Priority of Payments), and on the first Monthly Payment Date of the Accelerated Amortisation Period.

On each Monthly Payment Date during the Revolving Period or the Amortisation Period, the Management Company shall credit the General Reserve Account, by debit of the Operating Account in accordance with the relevant Priority of Payments (subject to any netting in accordance with such Priority of Payments).

The interest and proceeds of the Authorised Investments, if any, on the General Reserve Account shall be transferred by the Management Company, to the benefit of the Issuer and credited to the Operating Account and be part of the Available Distribution Amounts.

For further details, see the Section entitled "*Credit Structure – General Reserve – Issuer*" on page 218.

Commingling Reserve

In accordance with the provisions of the Servicing Agreement, the Servicer shall, inter alia, pay to the Issuer:

(a) no later than on the Business Day immediately preceding each Monthly Payment Date:

(i) in respect of Collections other than Collections falling under item (d), (e) or (f) of the definition of that term, all such Collections received during the immediately preceding Reference Period; and

(ii) for as long as the Seller and the Servicer are the same entity, in respect of Collections falling under item (e) or (f) of the definition of that term, all Collections that became due and payable by it in its capacity as Seller, during the immediately preceding Reference Period; and

(b) no later than on each Monthly Payment Date, for as long as the Seller and the Servicer are the same entity, in respect of Collections falling under item (d) of the definition of that term, all Collections that became due

and payable by it in its capacity as Seller, during the immediately preceding Reference Period

by crediting an amount equal to such Collections to the Operating Account (subject to any set-off arrangements provided for in any Transaction Document).

As security for the due and timely payment by the Servicer of any such Collections to the Issuer, the Servicer has agreed to establish the Commingling Reserve upon the occurrence of a Downgrade Event and to maintain and fund such Commingling Reserve as long as any such Downgrade Event is continuing, by crediting the Commingling Reserve Account with such amounts as are necessary for the sums standing to the credit to the Commingling Reserve Account to be equal to the Commingling Reserve Required Amount, in accordance with the terms of the Servicing Agreement.

Accordingly, the Servicer shall, by no later than the Monthly Payment Date immediately following the occurrence of a Downgrade Event, to the extent that such Downgrade Event occurs before the Calculation Date preceding such Monthly Payment Date, or otherwise by no later than the next following Monthly Payment Date, credit the Commingling Reserve Account with an amount equal to the then applicable Commingling Reserve Required Amount.

If, on any subsequent Calculation Date following the credit of the Commingling Reserve Account by the Servicer, such Downgrade Event is continuing, the Servicer shall, at the latest at 11:00 a.m. on the Monthly Payment Date immediately following such Calculation Date, credit the Commingling Reserve Account with such amounts as are necessary to maintain the balance of such Commingling Reserve Account at the Commingling Reserve Required Amount applicable as at such Monthly Payment Date.

As long as a Downgrade Event has occurred and is continuing, provided that no Collections remain unpaid by the Servicer, the Management Company shall repay directly to the Servicer, outside the applicable Priority of Payments on each Monthly Payment Date, the relevant Commingling Reserve Decrease Amount (if any), in accordance with the Servicing Agreement.

From any date on which the Servicer breaches its obligation to pay any Collections to the Issuer under the Servicing Agreement, the Management Company will be entitled to debit an amount equal to the lower of (i) the amount of such unpaid Collections and (ii) the balance of the Commingling Reserve Account from the Commingling Reserve Account and credit

such amount to the Operating Account (it being understood that where such Collections correspond to a Set-Off Amount due and payable by the Seller as part of the Deemed Collection, such unpaid amount shall in priority be debited from the Set-Off Reserve Account and, where so debited from the Set-Off Reserve Account, not debited a second time from the Commingling Reserve Account), and to apply the corresponding funds as Available Collections in accordance with the applicable Priority of Payments on the immediately following Monthly Payment Date.

The Commingling Reserve will be fully released and retransferred directly to the Servicer up to the amount standing to the credit of the Commingling Reserve Account outside any applicable Priority of Payments on the earlier of (i) the Issuer Liquidation Date, (ii) the Monthly Payment Date on which all Rated Notes have been redeemed in full and (iii) the first Monthly Payment Date following the date on which the Downgrade Event has ceased, subject to the Servicer having complied in full with its obligation to pay any and all Collections due and payable pursuant to the Servicing Agreement.

The interest and proceeds of the Authorised Investments, if any, on the Commingling Reserve Account shall be transferred by the Management Company, to the benefit of the Seller outside of any Priority of Payments.

Seller Performance Undertakings

In accordance with the Master Receivables Transfer Agreement, the Seller shall ensure:

(a) the continuation of all Designated Lease Agreements (as long as they are Performing Lease Agreements) in accordance with the Underwriting and Management Procedures (including after recalculations under such Designated Lease Agreement, as the case may be), the Servicing Procedures and the provisions of the relevant Contractual Documents and Transaction Documents and the payment in full of all amounts collected in relation to the Transferred Receivables to the Operating Account;

(b) upon termination of any Designated Lease Agreement that is a Performing Lease Agreements, the sale of the relevant Vehicle in accordance with the Underwriting and Management Procedures, the Servicing Procedures and the provisions of the relevant Contractual Documents and Transaction Documents and the full payment of the proceeds to the Issuer to the credit of the Operating Account within ninety (90)

Business Days after the termination of the relevant Designated Lease Agreement, unless the Seller has repurchased the relevant Transferred Receivables and the corresponding Retransferred Amount has been paid to the Issuer,

(c) in the event that any Lessee defaults under a Designated Lease Agreement:

(i) the continuation of such Designated Lease Agreement (including after recalculations under such Designated Lease Agreement) in accordance with the Underwriting and Management Procedures, the Servicing Procedures and the provisions of the relevant Contractual Documents and Transaction Documents; or

(ii) the termination of such Designated Lease Agreement and the enforcement of the remedies available to the Servicer and/or Seller to recover any unpaid amount thereunder (including, as the case may be, the repossession and sale of the relevant Vehicle) in accordance with the Underwriting and Management Procedures, the Servicing Procedures and the provisions of the relevant Contractual Documents and Transaction Documents and the full payment of the proceeds to the Issuer to the credit of the Operating Account within ninety (90) Business Days after the termination of the relevant Designated Lease Agreement,

unless the Seller has repurchased the relevant Transferred Receivables and the corresponding Retransferred Amount has been paid to the Issuer; and

(d) the compliance by the Seller with its covenants under the Master Receivables Transfer Agreement in all material respects,

(the **Seller Performance Undertakings**).

In the event that the Seller has failed to comply with the Seller Performance Undertaking described under limb (b) or (c) (ii) of the definition above within the time period specified, the Seller shall, within the immediately following ten (10) Business Days, provide the Management Company with elements demonstrating that (1) it has used its best efforts to

recover and sell the relevant Vehicle in accordance with its usual management and operational procedures, (2) an external reason is delaying the recovery and/or the sale of such Vehicle and/or (3) the Vehicle is so damaged that it is difficult to resale it within the required timing or the costs to repair it are too high compared to the expected resale proceeds. At the end of such ten (10) Business Day-period, the Management Company shall analyse the elements provided to it by the Seller and, on this basis:

(a) confirm that the Seller has fully complied with its Seller Performance Undertaking described under limb (b) or (c) (ii), as applicable, of the definition thereof; or

(b) decide whether:

(i) to grant an additional period of time to the Seller to comply with such limb (b) or (c) (ii); or

(ii) to declare the Seller as having breached such Seller Performance Undertaking.

Performance Reserve

In the event of a failure by the Seller to comply with the Seller Performance Undertakings with respect to a Series of Receivables of the Issuer, the Seller has undertaken to indemnify the Issuer by paying an amount equal to the Compensation Payment Obligation in respect of the relevant Lease Agreement, in accordance with and subject to the provisions of the Master Receivables Transfer Agreement.

As security for the due and timely payment of any Compensation Payment Obligation, the Seller has agreed to establish the Performance Reserve upon the occurrence of a Downgrade Event and to maintain and fund such Performance Reserve as long as any such Downgrade Event is continuing, by crediting the Performance Reserve Account with such amounts as are necessary for the sums standing to the credit to the Performance Reserve Account to be equal to the Performance Reserve Required Amount, in accordance with the terms of the Master Receivables Transfer Agreement.

Accordingly, the Seller shall, by no later than the Monthly Payment Date immediately following the occurrence of a Downgrade Event, to the extent that such Downgrade Event occurs before the Calculation Date preceding such Monthly Payment Date, or otherwise by no later than the next following Monthly Payment Date, credit the Performance Reserve Account with an amount equal to the then applicable Performance Reserve Required Amount.

If, on any subsequent Calculation Date following the credit of the Performance Reserve Account by the Seller, a Downgrade Event is continuing, the Seller shall, at the latest at 11:00 a.m. on the Monthly Payment Date immediately following such Calculation Date, credit the Performance Reserve Account with such amounts as are necessary to maintain the balance of such Performance Reserve Account at the Performance Reserve Required Amount applicable as at such Monthly Payment Date.

As long as a Downgrade Event has occurred and is continuing, provided that no Compensation Payment Obligation remains unpaid by the Seller, the Management Company shall repay directly to the Seller, outside the applicable Priority of Payments on each Monthly Payment Date, the relevant Performance Reserve Decrease Amount (if any), in accordance with the Master Receivables Transfer Agreement.

From any date on which the Seller breaches any of the Seller Performance Undertakings in relation to a Designated Lease Agreement of the Issuer and has not paid the corresponding Compensation Payment Obligation (other than through the debit of any amounts standing to the credit of the Performance Reserve Account) to the Issuer, the Performance Reserve shall no longer be released to the Seller and the Management Company will be entitled to debit an amount equal to the lower of (i) such due and payable Compensation Payment Obligation and (ii) the balance of the Performance Reserve Account from the Performance Reserve Account and credit such amount to the Operating Account, and to apply the corresponding funds as Available Collections in accordance with the applicable Priority of Payments on the immediately following Monthly Payment Date. The payment by the Seller (other than through the debit of any amounts standing to the credit of the Performance Reserve Account) of the required Compensation Payment Obligation shall cure any breach by the Seller of the corresponding Seller Performance Undertakings and as such the Performance Reserve shall be released to the Seller in the circumstances described above.

The Performance Reserve will be fully released and retransferred directly to the Seller up to the amount standing to the credit of the Performance Reserve Account outside any applicable Priority of Payments on the earlier of (i) the Issuer Liquidation Date, (ii) the Monthly Payment Date on which all Rated Notes have been redeemed in full and (iii) the first Monthly Payment Date following the date on which the Downgrade Event has ceased, subject to the Seller having complied in full with its obligation to pay any and all

Compensation Payment Obligations due and payable pursuant to the Master Receivables Transfer Agreement.

The interest and proceeds of the Authorised Investments, if any, on the Performance Reserve Account shall be transferred by the Management Company, to the benefit of the Seller outside of any Priority of Payments.

Seller Maintenance Undertakings

In accordance with the Master Receivables Transfer Agreement, the Seller has undertaken to procure that the maintenance and all other services subscribed by the Lessees under or in connection with the relevant Designated Lease Agreement (e.g., card and fuel supply, tire supply, provision of rental cars, breakdown service, brokerage of insurance services, etc.) (the **Lease Services**) be provided by appropriate services providers within the timing and in the manner provided for by the terms of such Designated Lease Agreement (the **Seller Maintenance Undertakings**).

Pursuant to the Master Receivables Transfer Agreement, the Seller shall only be considered to be in breach of the Seller Maintenance Undertakings with respect to a Series of Receivables assigned to the Issuer:

(a) where any of the relevant Lease Services are not provided or not properly provided due to a failure by the Seller to pay all or part of the amounts payable to a services provider (including any VAT thereon and all fees, costs and expenses relating thereto) for the provision of such Lease Services (the **Maintenance Costs**), and that such failure remains uncured for three (3) Business Days;

(b) where the relevant Lease Services are not provided or not properly provided by the relevant services provider other than due to a failure by the Seller to pay any part of the Maintenance Costs owed to such services provider, if the Seller has not applied the Servicing Procedures and/or has not acted with the same level of diligence that it usually applies for Lease Agreements that are not Designated Lease Agreements, in respect of the procurement of the Lease Services by services providers in accordance with the relevant Designated Lease Agreement (including, to the extent it would have done so for Lease Agreements that are not Designated Lease Agreements, by replacing the relevant servicers provider by a replacement services provider).

In such event, the Seller has undertaken to pay to the Issuer:

(i) in case (a) above, an amount equal to such part of the Maintenance Costs which the Seller has failed to pay;

(ii) in case (b) above, such Maintenance Costs, reasonably estimated by the Seller in consideration of the terms of the relevant Contractual Documents and in accordance with the Servicing Procedures, that ought to be have been paid by the Seller to a replacement services provider for the provision of the relevant Lease Services (and which have not been paid to such replacement services provider), provided that if the Seller fails to provide the Management Company with such estimate within ten (10) Business Days of a request to that effect, the Management Company shall be entitled to apply its own reasonable estimate,

(each, a **Maintenance Amount**) in accordance with and subject to the provisions of the Master Receivables Transfer Agreement. The Management Company shall transfer the corresponding funds (outside of any Priority of Payments) to the Back-Up Maintenance Coordinator to pay the relevant services providers or otherwise use such funds as it deems fit to ensure the continuation and the performance of the Lease Services. Notwithstanding the payment of any Maintenance Amount to the Issuer, the Seller shall collaborate in good faith with the Management Company and/or any Back-Up Maintenance Coordinator towards the continuation of the Lease Services.

For the avoidance of doubt, the Seller will not be considered to be in breach of the Seller Maintenance Undertakings if the Lease Services are not provided due to a failure by the relevant Lessee to take the steps necessary for such purpose or to a failure by the relevant services providers to perform the relevant Lease Services in circumstances other than as specifically referred to in (a) and (b) above.

Maintenance Reserve

As security for the due and timely payment of any Maintenance Amounts, the Seller has agreed to establish the Maintenance Reserve upon the occurrence of a Downgrade Event and to maintain and fund such Maintenance Reserve as long as any such Downgrade Event is continuing, by crediting the Maintenance Reserve Account with such amounts as are necessary for the sums standing to the credit to the Maintenance Account to be equal to the Maintenance Reserve Required Amount, in accordance with the terms of the Master Receivables Transfer Agreement.

Accordingly, the Seller shall, by no later than the Monthly Payment Date immediately following the occurrence of a Downgrade Event, to the extent that such Downgrade Event occurs before the Calculation Date preceding such Monthly Payment Date, or otherwise by no later than the next following Monthly Payment Date, credit the Maintenance Reserve Account with an amount equal to the then applicable Maintenance Reserve Required Amount.

If, on any subsequent Calculation Date following the credit of the Maintenance Reserve Account by the Seller, such Downgrade Event is continuing, the Seller shall, at the latest at 11:00 a.m. on the Monthly Payment Date immediately following such Calculation Date, credit the Maintenance Reserve Account with such amounts as are necessary to maintain the balance of such Maintenance Reserve Account at the Maintenance Reserve Required Amount applicable as at such Monthly Payment Date.

As long as a Downgrade Event has occurred and is continuing, provided that no Maintenance Amount remains unpaid by the Seller, the Management Company shall repay directly to the Seller, outside the applicable Priority of Payments on each Monthly Payment Date, the relevant Maintenance Reserve Decrease Amount (if any), in accordance with the Master Receivables Transfer Agreement.

From any date on which the Seller breaches any of the Seller Maintenance Undertakings in relation to a Designated Lease Agreement of the Issuer and has not paid the corresponding Maintenance Amount (other than through the debit of any amounts standing to the credit of the Maintenance Reserve Account) to the Issuer, the Maintenance Reserve shall no longer be released to the Seller but may be used pursuant to the provisions below. The payment by the Seller (other than through the debit of any amounts standing to the credit of the Maintenance Reserve Account) of the required Maintenance Amount shall cure any breach by the Seller of the corresponding Seller Maintenance Undertakings and as such the Maintenance Reserve shall be released to the Seller in the circumstances described above.

From any date on which the Seller breaches any of the Seller Maintenance Undertakings, and provided that the Seller has not fully paid the corresponding Maintenance Amount to the Issuer, the Management Company will be entitled to debit an amount equal to the lower of (i) such due and payable Maintenance Amount and (ii) the balance of the Maintenance Reserve Account from the Maintenance Reserve Account and

transfer the corresponding funds (outside of any Priority of Payments) to any Back-Up Maintenance Coordinator to pay the relevant services providers and, after payment of the relevant services providers, otherwise use such funds as it deems fit to ensure the continuation of the Lease Services.

The Maintenance Reserve will be fully released and retransferred directly to the Seller up to the amount standing to the credit of the Maintenance Reserve Account outside any applicable Priority of Payments on the earlier of (i) the Issuer Liquidation Date, (ii) the Monthly Payment Date on which all Rated Notes have been redeemed in full and (iii) the first Monthly Payment Date following the date on which the Downgrade Event has ceased, subject to the Seller having complied in full with its obligation to pay any and all Maintenance Amounts due and payable pursuant to the Master Receivables Transfer Agreement.

The interest and proceeds of the Authorised Investments, if any, on the Maintenance Reserve Account shall be transferred by the Management Company, to the benefit of the Seller outside of any Priority of Payments.

Set-Off Reserve

Pursuant to the provisions of the Master Receivables Transfer Agreement, the Seller shall, no later than on each Monthly Payment Date, pay any Set-Off Amounts to the Operating Account, provided that the Seller has not repurchased the relevant Series of Receivable.

As security for the due and timely payment of any Set-Off Amounts (as part of the Deemed Collections), the Seller has agreed to establish the Set-Off Reserve upon the occurrence of a Downgrade Event and to maintain and fund such Set-Off Reserve as long as any such Downgrade Event is continuing, by crediting the Set-Off Reserve Account with such amounts as are necessary for the sums standing to the credit to the Set-Off Reserve Account to be equal to the Set-Off Reserve Required Amount, in accordance with the terms of the Master Receivables Transfer Agreement.

Accordingly, the Seller shall, by no later than the Monthly Payment Date immediately following the occurrence of a Downgrade Event, to the extent that such Downgrade Event occurs before the Calculation Date preceding such Monthly Payment Date, or otherwise by no later than the next following Monthly Payment Date, credit the Set-Off Reserve Account with an amount equal to the then applicable Set-Off Reserve Required Amount.

If, on any subsequent Calculation Date following the credit of the Set-Off Reserve Account by the Seller, such Downgrade Event is continuing, the Seller shall, at the latest at 11:00 a.m. on the Monthly Payment Date immediately following such Calculation Date, credit the Set-Off Reserve Account with such amounts as are necessary to maintain the balance of such Set-Off Reserve Account at the Set-Off Reserve Required Amount applicable as at such Monthly Payment Date.

As long as a Downgrade Event has occurred and is continuing, provided that no Set-Off Amount remains unpaid by the Seller, the Management Company shall repay directly to the Seller, outside the applicable Priority of Payments on each Monthly Payment Date, the relevant Set-Off Reserve Decrease Amount (if any), in accordance with the Master Receivables Transfer Agreement.

On any Monthly Payment Date, if the Seller has breached its obligations to pay any Set-Off Amounts to the Issuer under the Master Receivables Transfer Agreement, the Management Company will be entitled to debit an amount equal to the lower of (i) such due and payable Set-Off Amounts and (ii) the balance of the Set-Off Reserve Account from the Set-Off Reserve Account and credit such amount to the Operating Account and to apply the corresponding funds as Available Collections in accordance with the applicable Priority of Payments on the immediately following Monthly Payment Date.

The Set-Off Reserve will be fully released and retransferred directly to the Seller up to the amount standing to the credit of the Set-Off Reserve Account outside any applicable Priority of Payments on the earlier of (i) the Issuer Liquidation Date, (ii) the Monthly Payment Date on which all Rated Notes have been redeemed in full and (iii) the first Monthly Payment Date following the date on which the Downgrade Event has ceased, subject to the Seller having complied in full with its obligation to pay any and all Set-Off Amounts due and payable pursuant to the Master Receivables Transfer Agreement.

The interest and proceeds of the Authorised Investments, if any, on the Set-Off Reserve Account shall be transferred by the Management Company, to the benefit of the Seller outside of any Priority of Payments.

Funds Allocation Rules

The Funds Allocation Rules are the Priorities of Payments, the Swap Collateral Account Priorities of Payments, the rules pertaining to the payments to be made by the Issuer outside of such Priorities of Payments and the rules pertaining to the

credit and debit of sums between the Issuer Accounts, in each case, as provided for in the Issuer Regulations, as well as all other rules of allocation of the sums received by the Issuer (*règles d'affectation des sommes reçues*) pursuant to the Issuer Regulations.

Pursuant to the Issuer Regulations and the other relevant Transaction Documents, the Management Company shall give instructions to the Issuer Account Bank, as applicable, to ensure that during the Revolving Period, the Amortisation Period or the Accelerated Amortisation Period, as applicable, any and all payments (or provision for payment, where relevant) of debts due and payable by the Issuer to any of its creditors are made, to the extent of available funds on the relevant date of payment, in accordance with the relevant Funds Allocation Rules, in a satisfactory manner.

Class A Notes

The Class A Notes will be offered for sale and listing in accordance with this Prospectus.

Legal Status

The Class A Notes constitute direct, unsecured and unconditional obligations of the Issuer and are (i) financial instruments (*instruments financiers*), (ii) financial securities (*titres financiers*) and (iii) transferable securities (*valeurs mobilières*) within the meaning of Articles L. 211-1 and L. 211-2 of the French Monetary and Financial Code.

Form

In accordance with the provisions of Article L. 211-3 of the French Monetary and Financial Code the Class A Notes are issued in bearer (*au porteur*) dematerialised form (*en forme dématérialisée*). No physical document of title is issued in respect of the Class A Notes. The delivery (and any subsequent transfer) of the Class A Notes is made in book-entry form through the facilities of the CSDs.

The Class A Notes are freely transferable. For a description of certain restrictions on offers, sales and deliveries of the Class A Notes and on distribution of offering material in certain jurisdictions, please refer to the selling restriction as set out in the Section entitled "*Subscription and Sale*" on page 237.

Selling Restrictions

The Class A Notes shall be placed with (i) qualified investors within the meaning of Article 2 of the Prospectus Regulation

or (ii) investors resident outside France (please refer to the Section entitled "*Subscription and Sale*" on page 237).

Use of Proceeds

On the Closing Date, the proceeds arising from the issue of the Class A Notes, the Class B Notes and the Class C Notes will be applied by the Management Company to pay the Receivables Transfer Price with respect to the initial portfolio of Eligible Receivables purchased by the Issuer from the Seller on the Closing Date.

Rate of Interest

The rate of interest payable in respect of the Class A Notes is determined by the Management Company on each Interest Determination Date in accordance with the Conditions as the aggregate of the Applicable Reference Rate (which is as of the Closing Date the EURIBOR Reference Rate, unless a Base Rate Modification Event has occurred resulting in the adoption of an Alternative Base Rate (as defined in the Conditions)) plus the Relevant Margin. The rate of interest payable on any Notes shall never be less than zero.

Interest Periods and Interest Payment Dates

Interest on the Class A Notes is payable monthly in arrear in euro on each Monthly Payment Date, in each case subject to the relevant Priority of Payments.

Each Priority of Payments and the Issuer Regulations provide further that, when payable on the same Monthly Payment Dates, (i) interest on the Class B Notes is paid only to the extent of available funds after payment of all interest payable on the Class A Notes and (ii) interest on the Class C Notes is paid only to the extent of available funds after payment of all interest payable on the Rated Notes and all other applicable items prior to such payment in accordance with the relevant Priority of Payments.

Payment of interests on a Class of Notes shall be made only to the extent of available funds after payment in full of all amounts ranking higher than the interest on this Class of Notes according to the relevant Priority of Payments, including, in particular, the payment of the Issuer Fees and the Interest Rate Swap Net Cashflow payable (if any) to the Swap Counterparty, which rank above the payment of interest in respect of the Class A Notes, the Class B Notes and the Class C Notes.

Non Petition – Limited Recourse – Decisions Binding

The Class A Notes are direct and limited recourse obligations of the Issuer payable solely out of the assets of the Issuer to the extent described in this Prospectus. Neither the Class A Notes, any contractual obligation of the Issuer nor the Transferred Receivables will be guaranteed by the Management Company, the Custodian, the Arranger, the Sole Bookrunner, the Joint Lead Managers, the Seller, the Servicer, the Issuer Account Bank, the Swap Counterparty, the Paying Agent, the Listing Agent, the Registrar, the Data Protection Agent or any of their respective affiliates.

Without limiting the scope of the obligations and the possibility of recourse of the Issuer, by subscribing any Note, each Noteholder acknowledges that it shall have no direct right of action or recourse, under any circumstances whatsoever, against the Lessees or any other debtors under the Transferred Receivables and expressly and irrevocably:

(a) acknowledges that, in accordance with article L.214-169 of the French Monetary and Financial Code, it shall be bound by each of the Funds Allocation Rules (including, without limitation, the Priority of Payments), notwithstanding the opening against it of an insolvency proceeding pursuant to the provisions of Book VI of the French Commercial Code or any equivalent procedure governed by any foreign law (*procédure équivalente sur le fondement d'un droit étranger*) and such Funds Allocation Rules (including, without limitation, the Priority of Payments) shall apply even if the Issuer is liquidated;

(b) acknowledges that, in accordance with article L. 214-175, III of the French Monetary and Financial Code, the Issuer is liable for its debts (n'est tenu de ses dettes) to the extent of its assets (*qu'à concurrence de son actif*) and in accordance with the rank of its creditors as provided by law (*selon le rang de ses créanciers défini par la loi*) or, pursuant to article L. 214-169 of the French Monetary and Financial Code, in accordance with the provisions of the Issuer Regulations;

(c) agrees that, in accordance with Article L. 214-169 of the French Monetary and Financial Code, the Issuer's assets may only be subject to civil proceedings (*mesures civiles d'exécution*) in accordance with the Funds Allocation Rules (including, without limitation, the applicable Priority of Payments);

(d) to the extent that it may have any claim (including any contractual claim or action (*action en responsabilité contractuelle*)) against the Issuer the payment of which is not expressly contemplated under any applicable Funds Allocation Rules (including, without limitation, the Priority of Payments), undertakes to waive to demand payment of any such claim as long as all Notes and Residual Units have not been repaid in full;

(e) agrees that in accordance with Article L. 214-175-III of the French Monetary and Financial Code, the provisions of Book VI of the French Commercial Code are not applicable to the Issuer; and

(f) acknowledges that, in accordance with article L.214-169 II of the French Monetary and Financial Code, it shall be bound by the rules governing the decisions made by the Management Company in accordance with the provisions of the Issuer Regulations and the decisions made by the Management Company on the basis of such rules.

Ratings

It is a condition to the issuance of the Class A Notes that, when issued, the Class A Notes are assigned an "AAA (sf)" rating by DBRS and an "Aaa (sf)" by Moody's.

It is a condition of the issue of the Class B Notes that, when issued, the Class B Notes are assigned a rating of at least "BBB (sf)" by DBRS and "A1 (sf)" by Moody's.

A security rating, as issued by the Rating Agencies, is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by one or more of the Rating Agencies.

The ratings granted by the Rating Agencies in respect of the Class A Notes address only the likelihood of timely receipt by any Class A Noteholder of interest on the Class A Notes and the likelihood of receipt on the Legal Maturity Date by any Class A Noteholder of the principal outstanding of the Class A Notes. Such ratings do not address the likelihood of receipt, prior to the Legal Maturity Date, of principal by any Class A Noteholder nor the receipt of any additional amounts relating to early redemption which may become due to the Class A Noteholders.

The ratings granted by the Rating Agencies in respect of the Class B Notes address only the likelihood of timely receipt by any Class B Noteholder of interest on the Class B Notes and the likelihood of receipt on the Legal Maturity Date by any Class B Noteholder of the principal outstanding of the Class B Notes. Such ratings do not address the likelihood of receipt, prior to the Legal Maturity Date, of principal by any Class B Noteholder nor the receipt of any additional amounts relating to early redemption which may become due to the Class B Noteholders.

The credit ratings assigned to the Rated Notes by DBRS reflects DBRS's assessment of the likelihood of (i) full and timely payment of interest due on the Rated Notes on each Monthly Payment Date and (ii) full payment of principal to the holders of the Rated Notes on or prior to the Legal Maturity Date.

Moody's rating addresses the expected losses which are borne by investors until the Legal Maturity Date of each Class of Rated Notes.

CSDs

The Class A Notes will be admitted to the CSDs and ownership of the same will be determined according to all laws and regulations applicable to the CSDs.

The Class A Notes will, upon issue, be registered in the books of the CSDs, which shall credit the respective accounts of the Account Holders. The payments of principal and of interest on the Class A Notes will be paid to the person whose name is recorded in the ledger of the Account Holders at the relevant Monthly Payment Date (see the Section entitled "*General Information*" on page 250).

Approval, Listing and Admission to Trading

Application has been made to the CSSF, as the competent authority under the Prospectus Regulation. Pursuant to, and in accordance with, the provisions of Article 6(4) of the Luxembourg Law, the CSSF, by approving the Prospectus, shall give no undertaking as to the economic and financial opportunity of the Transaction and the quality or solvency of the Issuer.

Application has been made to list the Class A Notes on the official list of the Luxembourg Stock Exchange and to admit

the Class A Notes to trading on the regulated market of the Luxembourg Stock Exchange.

Notes not eligible for Eurosystem monetary policy operations

The Class A Notes do not constitute eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem on the Closing Date. There is no guarantee or indication that the Eurosystem eligibility criteria will be amended at any time in the future and that the Class A Notes could become such an eligible collateral.

Redemption of the Class A Notes

Save as described below, unless previously redeemed in full on or before such date, the Class A Notes will be cancelled on their Legal Maturity Date.

The redemption in whole or in part of any amount of principal in respect of the Class A Notes is subject to the provisions of the Issuer Regulations, and in particular to the relevant Priority of Payments. Payment of principal on the Class A Notes shall be paid only to the extent of available funds after payment in full of all amounts ranking higher in the relevant Priority of Payments, including, in particular, the payment of the Issuer Fees, the Interest Rate Swap Net Cashflow (if any) payable to the relevant creditors and the payment of the interest payable in respect of the Class A Notes, which ranks above the payment of principal in respect of the Class A Notes.

During the Revolving Period

No principal shall be repaid on any Class of Notes during the Revolving Period.

During the Amortisation Period

Principal on any Class of Notes shall be repaid on each Monthly Payment Date only to the extent of available funds after payment in full of all amounts ranking higher in the relevant Priority of Payments.

During the Amortisation Period:

(a) as long as they are not fully redeemed, the Class A Notes are subject to mandatory redemption on each Monthly Payment Date in an amount equal to the relevant Class A Notes Amortisation Amount computed in accordance with the Conditions; and

(b) as long as they are not fully redeemed, but only once the Class A Notes have been repaid in full, the Class B Notes are subject to mandatory redemption on each Monthly Payment Date in an amount equal to the relevant Class B Notes Amortisation Amount computed in accordance with the Conditions.

During the Accelerated Amortisation Period

During the Accelerated Amortisation Period:

(a) as long as they are not fully redeemed, the Class A Notes are subject to mandatory redemption on each Monthly Payment Date for an amount equal to the Class A Notes Outstanding Amount; and

(b) as long as they are not fully redeemed, but only once the Class A Notes have been repaid in full, the Class B Notes are subject to mandatory redemption on each Monthly Payment Date for an amount equal to the Class B Notes Outstanding Amount.

Accelerated Amortisation Event

(a) Any amount of interest due and payable on the Class A Notes remaining unpaid after five (5) Business Days following the relevant Monthly Payment Date on which it is initially due; or

(b) after the redemption in full of the Class A Notes, any amount of interest due and payable on the Class B Notes remains unpaid after five (5) Business Days following the relevant Monthly Payment Date on which it is initially due,

each of the above being an **Accelerated Amortisation Event**.

No further Notes or Units

Pursuant to the Issuer Regulations, the Issuer is not entitled to issue further Notes or Residual Units after the Closing Date.

Retention of a Material Net Economic Interest

Pursuant to the Master Definitions and Framework Agreement and the Class A Notes Subscription Agreement, the Seller has undertaken to the Issuer to retain a material net economic interest of not less than 5% of the nominal value of the securitised exposures, in accordance with the provisions of the Securitisation Regulation. As at the Closing Date, such interest will be materialised by (a) the subscription and full ownership by the Seller of all the Class C Notes issued by the Issuer and (b) the funding by the Seller of the General Reserve, which amounts in aggregate will represent not less than 5% of the

nominal value of the securitised exposures and which constitute an interest in the first loss tranche as required by Article 6(3)(d) of the Securitisation Regulation. The Seller has also undertaken to retain on an on-going basis the Retained Interest, not to transfer or sell the Retained Interest in whole or in part and generally not to benefit from any credit-risk mitigation or hedging in respect of such Retained Interest.

Simple, Transparent and Standardised (STS) Securitisation

The Seller, as originator, shall procure a notification to be submitted to ESMA and the relevant national competent authorities in accordance with Article 27 of the Securitisation Regulation, confirming that the requirements of Article 18 and Articles 19 to 22 of the Securitisation Regulation for designation as non-ABCP traditional STS securitisation (the **STS Requirements**) have been satisfied with respect to the Transaction (such notification, the **STS Notification**).

The Seller, as originator, has used the services of STS Verification International GmbH (**SVI**), which has been authorised by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) to act in all EU countries as third party verification agent pursuant to article 28 of the Securitisation Regulation, to verify whether the securitisation transaction described in this Prospectus complies with the STS Requirements and the compliance with such requirements will be verified by SVI.

The STS Notification, once registered by ESMA, will be available for download on the ESMA STS Register website at https://www.esma.europa.eu/policy-activities/securitisation/simple-transparent-and-standardised-sts-securitisation (or its successor website) (the **ESMA STS Register website**). For the avoidance of doubt, the ESMA STS Register website and the contents thereof do not form part of this Prospectus.

No assurance can be provided that the Transaction does or continues to qualify as an "STS" securitisation under the Securitisation Regulation. In this respect, none of the Management Company, the Custodian, the Arranger, the Sole Bookrunner, the Joint Lead Managers, the Seller, the Servicer, the Issuer Account Bank, the Swap Counterparty, the Paying Agent, the Listing Agent, the Registrar, the Data Protection Agent or any of their respective affiliates gives any explicit or implied representation or warranty as to (i) inclusion of the securitisation transaction described in this Prospectus in the list administered by ESMA within the meaning of article 27(5) of the Securitisation Regulation, (ii) that the securitisation transaction described in this Prospectus does or continues to comply with the Securitisation Regulation, (iii) that this

securitisation transaction does or continues to be recognised or designated as 'STS' or 'simple, transparent and standardised' within the meaning of article 18 of the Securitisation Regulation after the date of this Prospectus.

The STS status of the Transaction is not static and investors should verify the current status on the ESMA STS Register website, which will be updated where such Transaction is no longer considered to be STS following a decision of competent authorities or a notification by the Seller.

In relation to the STS Notification, the Seller has been designated as the first point of contact for investors and competent authorities.

Issuer Liquidation Events and Offer to Repurchase

Unless any of the events referred to below has occurred earlier, the Issuer will be liquidated six (6) months after the extinguishment (*extinction*) of all Receivables held by the Issuer.

In accordance with Article L. 214-186 of the French Monetary and Financial Code, the Management Company shall be entitled to initiate the liquidation of the Issuer and carry out the corresponding liquidation formalities upon the occurrence of any of the following Issuer Liquidation Events:

(a) it is in the interest of the Residual Unitholder(s) and of the Noteholders to liquidate the Issuer;

(b) the aggregate Discounted Balance of the Lease Agreements relating to non-matured Transferred Receivables (*créances non échues*) falls below 10% of the Aggregate Discounted Balance as of the Cut-Off Date immediately preceding the Closing Date and the liquidation is requested by the Seller; or

(c) all of the Notes and the Residual Units issued by the Issuer are held solely by ALD Automotive and/or affiliate(s) of ALD Automotive and each of ALD Automotive and/or such affiliate(s) of ALD Automotive requests the liquidation of the Issuer.

The Management Company may elect, if an Issuer Liquidation Event has occurred, and subject to other conditions, to liquidate the Issuer in which case it shall propose to the Seller to repurchase in whole (but not in part) all of the outstanding Transferred Receivables (together with any related Ancillary Rights) within a single transaction, for a repurchase price determined by the Management Company. Such repurchase price will take into account the expected net amount payable

	in respect of the outstanding Transferred Receivables, together with any interest accrued thereon and the unallocated credit balance of the Issuer Accounts (other than the Swap Collateral Account, the Performance Reserve Account, the Maintenance Reserve Account, the Set-Off Reserve Account and the Commingling Reserve Account), provided that such repurchase price shall be sufficient to allow the Management Company to pay in full all amounts of principal and interest of any nature whatsoever, due and payable in respect of the outstanding Rated Notes after the payment of all liabilities of the Issuer ranking *pari passu* with or in priority to those amounts in the relevant Priority of Payments. The Seller may choose to reject the Management Company's offer, in which case the Management Company will use its best endeavours to assign the outstanding Transferred Receivables to a credit institution or any other entity authorised by applicable law and regulations to acquire the Transferred Receivables under similar terms and conditions. Any proceeds of liquidation of the Issuer shall be applied in accordance with the Priority of Payments applicable during the Accelerated Amortisation Period (see the Section entitled "*Liquidation of the Issuer*" on page 223).
Credit Enhancement	Credit enhancement of the Class A Notes is provided by subordination of payments due in respect of the Class B Notes, the Class C Notes, the Residual Units and the General Reserve. In addition, the primary source of credit enhancement for the Class A Notes will come from the excess spread resulting at any time from the amount by which the aggregate Discounted Balance Interest Component of the Transferred Receivables exceeds the Payable Costs.
Swap Agreement	On or before the Closing Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty. The Swap Agreement will be documented by a 2002 Master Agreement (English law) published by the International Swaps and Derivatives Association, Inc., as amended and supplemented by the Schedule and Credit Support Annex thereto and one confirmation thereunder.
Withholding Tax	Payments of interest and principal in respect of the Class A Notes will be made subject to any applicable withholding or deduction for or on account of any tax and neither the Issuer nor any of the Paying Agent will be obliged to pay any additional amounts as a consequence of such withholding or deduction.
Risk Factors	Prospective investors in the Class A Notes should consider, among other things, certain risk factors in connection with the

	purchase of the Class A Notes. Such risk factors as described above and as detailed in the Section entitled "*Risk Factors*" on page 11 may influence the ability of the Issuer to pay interest, principal or other amounts on or in connection with any Class A Notes. The risks in connection with the investment in the Class A Notes include, *inter alia*, risks relating to the Issuer, risks relating to the parties to the Transaction Documents, risks relating to the Class A Notes and risks relating to the Transferred Receivables and the Vehicles. These risks factors represent the principal risks inherent in investing in the Class A Notes only and shall not be deemed as exhaustive.
Governing Law	The Class A Notes and the Transaction Documents (excluding the Swap Agreement which are governed by English law) are governed by and interpreted in accordance with French law. Pursuant to the Issuer Regulations, the *Tribunal de Commerce of Paris* or, under the circumstances provided for by Article L. 722-4 of the French Commercial Code, the relevant competent courts in commercial matters within the jurisdiction of the *Cour d'appel* of Pariswill have exclusive jurisdiction to settle any dispute that may arise between the Noteholders, the Residual Unitholders, the Management Company and/or the Custodian in connection with the establishment, the operation or the liquidation of the Issuer.

VERIFICATION BY SVI

STS Verification International GmbH (SVI) has been authorised by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) as third party verification agent pursuant to Article 28 of the Securitisation Regulation.

The verification label "verified – STS VERIFICATION INTERNATIONAL" has been officially registered as a trade mark and is licensed to an issuer of securities if the securities meet the requirements for simple, transparent and standardised securitisation as set out in Articles 19 to 22 of the Securitisation Regulation ("STS Requirements").

The verification label is issued on the basis of SVI's verification process, which is explained in detail on the SVI website (www.sts-verification-international.com) (For the avoidance of doubt, this website and the contents thereof do not form part of this Prospectus). The verification process is based on the SVI verification manual. It describes the verification process and the individual inspections in detail. The verification manual is authoritative for all parties involved in the verification process and its application ensures an objective and uniform verification of transactions to be verified.

The originator will include in its notification pursuant to Article 27(1) of the Securitisation Regulation a statement that compliance of its securitisation with the STS Requirements has been confirmed by SVI.

SVI disclaims any responsibility for monitoring continuing compliance with the STS Requirements by the parties concerned or other aspect of their activities or operations.

Verification by SVI is not a recommendation to buy, sell or hold securities.

GENERAL DESCRIPTION OF THE ISSUER

GENERAL

RED & BLACK AUTO LEASE FRANCE 2 is a French *fonds commun de titrisation* (securitisation mutual fund) established at the initiative of the Management Company, acting as founder, on the Closing Date and governed by, the provisions of Articles L. 214-166-1 to L. 214-175, L. 214-175-1 to L. 214-175-8, L. 214-180 to L. 214-186, L. 231-7 and Articles R. 214-217 to R. 214-235 of the French Monetary and Financial Code and the Issuer Regulations. The Issuer is a *fonds d'investissement alternatif* (alternative investment fund) pursuant to Article L. 214-24, II, 4° of the French Monetary and Financial Code.

The Issuer is established as a special purpose entity, the sole purpose of which is to acquire, from time to time, Eligible Receivables from the Seller and to issue the Notes and the Residual Units. The Issuer does not have a separate legal personality *(personnalité morale)* but it is represented by the Management Company.

No meeting or resolution of the Issuer is required under French law for the issuance of the Notes. The creation and issue of such asset-backed securities will be made in accordance with the laws and regulations applicable to *fonds commun de titrisation* and the provisions of the Issuer Regulations.

The Issuer has no share capital, no memorandum nor articles of association, no internal management body and no business operations other than the purchase of the Eligible Receivables, the issue of the Notes and the Residual Units. Therefore, no place of registration, registration number, registered address, telephone number or website can be disclosed in relation to the Issuer. The business address of the Management Company is 9, rue du Débarcadère 93500 Pantin, France, and its telephone number is 01.42.98.53.85. The website of the Management Company (on which certain information relating to the Issuer will be published as mentioned in this Prospectus) is www.france-titrisation.fr. For the avoidance of doubt, this website and the contents thereof do not form part of this Prospectus.

The Issuer is neither subject to the provisions of the French Civil Code relating to the rules of *indivision* (co-ownership) nor to the provisions of Articles 1871 to 1873 of the French Civil Code relating to *sociétés en participation* (partnerships).

The Issuer will only be liquidated on the Issuer Liquidation Date, being the earliest of the following dates to occur: (a) the date on which the Management Company liquidates the Issuer following the occurrence of an Issuer Liquidation Event in accordance with the provisions of Article L. 214-186 of the French Monetary and Financial Code and the Issuer Regulations (as described in the Section entitled "*Liquidation of the Issuer – Issuer Liquidation Events*" on page 223); and (b) the date on which the Management Company liquidates the Issuer within six (6) months following the full extinction of the last Transferred Receivables held by the Issuer in accordance with the Issuer Regulations.

On the Closing Date, the Issuer will acquire a portfolio of Eligible Receivables from the Seller pursuant to the Master Receivables Transfer Agreement. In order to fund the acquisition of such Eligible Receivables, the Issuer will issue on the Closing Date:

(a) €500,000,000 Class A Notes;

(b) €93,800,000 Class B Notes, subordinated to the Class A Notes; and

(c) €95,900,000 Class C Notes, subordinated to the Rated Notes and to be subscribed in full by the Seller.

FUNDING STRATEGY OF THE ISSUER

In accordance with Article R. 214-217, 2° of the French Monetary and Financial Code and pursuant to the terms of the Issuer Regulations, the funding strategy (*stratégie de financement*) of the Issuer is to issue the Class A Notes, the Class B Notes and the Class C Notes and the Residual Units.

HEDGING STRATEGY OF THE ISSUER

In accordance with Articles R. 214-217, 2° and R.214-224 of the French Monetary and Financial Code and pursuant to the terms of the Issuer Regulations, the hedging strategy (*stratégie de couverture*) of the Issuer is limited to the entry into the Swap Agreement in order to hedge the mismatch between the fixed rate of the Transferred Receivables and the floating rate payable to the Class A Notes (see the Section entitled "*Description of the Swap Documents*" on page 217).

PURPOSE OF THE ISSUER

In accordance with Articles L. 214-168 and L. 214-175-1 of the French Monetary and Financial Code and pursuant to the terms of the Issuer Regulations, the purpose of the Issuer is to issue the Notes in order to purchase from the Seller the Series of Receivables arising from Lease Agreements entered into with Lessees in relation to the leasing of Vehicles and also to issue the Residual Units.

ISSUER REGULATIONS

The Issuer Regulations include, *inter alia*, the rules concerning the creation, the operations (including the purchase of Receivables by the Issuer and the funding strategy of the Issuer) and the liquidation of the Issuer, the respective duties, obligations, rights and responsibilities of the Management Company and of other transaction participants (including the Custodian), the characteristics of the Transferred Receivables, the characteristics of the Notes and Residual Units, the Priority of Payments and the credit enhancement set up in relation to the Issuer and any specific third party undertakings.

As a matter of French law, the Noteholders and the Residual Unitholders are bound by the Issuer Regulations. A copy of the Issuer Regulations shall be made available for inspection by the Noteholders or the Residual Unitholders at the registered office of the Management Company and the specified offices of the Paying Agent upon request. An electronic version of the Issuer Regulations shall be sent by email by the Management Company upon request by the Noteholders or the Residual Unitholders.

LIMITATIONS

Without prejudice to the obligations and rights of the Issuer, the Noteholders have no direct recourse, whatsoever, toward the Lessees.

ASSETS OF THE ISSUER

Transferred Receivables and related assets

The assets of the Issuer shall include the Transferred Receivables (and any Ancillary Rights including any Collateral Security attached thereto) as purchased on the Closing Date and on each subsequent Transfer Date by the Issuer from the Seller pursuant to the Master Receivables Transfer Agreement (see the Sections

entitled "*The Lease Agreements and the Receivables*" on page 121 and "*Purchase and Servicing of the Receivables*" on page 150).

The securitised assets backing the issue of the Notes have characteristics that demonstrate capacity to produce funds to service any payment due and payable on the Class A Notes (see the Section entitled "*The Lease Agreements and the Receivables*" on pages 121).

Description of the Transferred Receivables

Pursuant to the provisions of the Master Receivables Transfer Agreement, the Issuer will purchase on the Closing Date, and may purchase, on each subsequent Transfer Date, Series of Receivables that comply with the Eligibility Criteria set out in the Section entitled "*The Lease Agreements and the Receivables – Lease Agreements Eligibility Criteria*" on page 121, in accordance with and subject to the provisions of the Master Receivables Transfer Agreement, as further described in the Section entitled "*Purchase and Servicing of the Receivables*" on page 150.

Cash

The assets of the Issuer shall also include the Available Cash, which is invested from time to time by the Management Company in Authorised Investments in accordance with the investment rules set out in the Issuer Regulations and the Account and Cash Management Agreement and any Financial Income resulting from such Authorised Investments, as further detailed in Section "*Cash Management and Investment Rules*" on page 214.

Other

The assets of the Issuer shall also comprise any other sums or assets which the Issuer might also receive or obtain in any manner whatsoever by operation of law or in accordance with the Issuer Regulations and/or any other agreements it has executed or may execute.

Litigation

The Issuer is established on the Closing Date and, therefore, the Issuer, acting through and represented by its Management Company, has not been involved for the last twelve (12) months in any governmental, legal or arbitration proceedings, that may have or have had in the past, significant effects on the Issuer and/or its financial situation or profitability.

As at the date of this Prospectus, there are no governmental, legal or arbitration proceedings pending or, to the Management Company's best knowledge, threatened against the Issuer which may have significant effects on the Issuer and/or its financial position or profitability.

Material Contracts

Apart from the Transaction Documents to which it is a party, the Issuer has not entered into any material contracts other than in the ordinary course of its business.

Financial Statements

The Issuer has not commenced operations before the Closing Date and no financial statements have been made up as at the date of this Prospectus.

RELEVANT PARTIES

The Management Company

The Management Company is France Titrisation, a société par actions simplifiée, whose registered office is located at 1 Boulevard Haussmann, 75009 Paris, France, registered with the Trade and Companies Registry of Paris (France) under number 353 053 531, licensed and supervised by the AMF as a *société de gestion de portefeuille* (portfolio management company) under number GP 14000030 and authorised to manage securitisation vehicles (*organismes de titrisation*).

The sole corporate purpose of France Titrisation is to manage French securitisation vehicles (*organismes de titrisation*). The Management Company is regulated, inter alia, under the provisions of articles L. 214-180 to L. 214-186 of the French Monetary and Financial Code and of the AMF Regulations (Règlement général de l'Autorité des Marchés Financiers). As of the date of this Base Prospectus, France Titrisation is a wholly-owned subsidiary of BNP Paribas.

On the date of this Prospectus, the composition of the share capital of the Management Company is as follows:

- 100% BNP Paribas SA.

As at the date of this Prospectus, France Titrisation had a share capital of €240,260.00.

President and Supervisory Committee of the Management Company as at the date of this Prospectus

Names	**Functions**	**Business address**
Frédéric Ruet	Chairman (*Président*)	1, Boulevard Haussmann, 75009 Paris, France
Supervisory Committee (*Comité de surveillance*)		
Michel Duhourcau	Member of the Supervisory Committee (*Membre du Comité de surveillance*)	1, Boulevard Haussmann, 75009 Paris, France
Bruno Campenon	Member of the Supervisory Committee (*Membre du Comité de surveillance*)	1, Boulevard Haussmann, 75009 Paris, France
Karine Schmit	Member of the Supervisory Committee (*Membre du Comité de surveillance*)	1, Boulevard Haussmann, 75009 Paris, France
Pierre Jond	Member of the Supervisory Committee (*Membre du Comité de surveillance*)	1, Boulevard Haussmann, 75009 Paris, France
Julien Lefebvre	Member of the Supervisory Committee (*Membre du Comité de surveillance*)	1, Boulevard Haussmann, 75009 Paris, France

At the date of this Prospectus, the Management Company is not aware of any conflict of interest involving its President or its Supervisory Committee that is material to the issue of Class A Notes.

Copies of the financial statements of the Management Company can be obtained at the Trade and Companies Registry of Paris (France).

Significant business activities of the Management Company

The main purpose of France Titrisation is to manage *organismes de titrisation* (securitisation vehicles).

Duties and responsibilities of the Management Company

The Management Company will establish the Issuer. The Management Company represents the Issuer towards third parties and in any legal proceedings, whether as plaintiff or defendant, and is responsible for the management and operation of the Issuer. Subject to supervision by Société Générale, acting in its capacity as Custodian, the Management Company shall take any steps which it deems necessary or desirable to protect the Issuer's rights in, to and under the Transferred Receivables.

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

(a) purchasing Eligible Receivables on behalf of the Issuer on the Closing Date in accordance with the provisions of the Master Receivables Transfer Agreement and the Issuer Regulations;

(b) implementing the issue of the Notes and the Residual Units on the Closing Date;

(c) exercising and, as the case may be, enforcing the rights of the Issuer under the Transaction Documents to which it is a party if any party thereto fails to comply with the provisions of the relevant Transaction Document;

(d) ensuring, on the basis of the information provided to it, that (i) the Seller complies with its obligations towards the Issuer and/or the Management Company under the provisions of the Master Receivables Transfer Agreement, (ii) if applicable, the Substitute Maintenance Coordinator, in the event of the occurrence of a Seller Termination Event and of the appointment of such Substitute Maintenance Coordinator, complies with its obligations towards the Issuer and/or the Management Company to carry out the Lease Services in relation to the underlying Vehicles of the Transferred Receivables, (iii) the Servicer complies with its obligations towards the Issuer and/or the Management Company under the provisions of the Servicing Agreement (including, if applicable, the compliance with the Permitted Variations in relation to Lease Agreement Recalculations) and (iv) if applicable, the Substitute Servicer of the Transferred Receivables, in the event of substitution of the Servicer of the Transferred Receivables, comply(ies) with its/their obligations towards the Issuer and/or the Management Company under the provisions of the substitute servicing agreement;

(e) managing the Issuer Accounts, allocating any payment received by the Issuer in accordance with the Issuer Regulations in particular the applicable Priority of Payments and the Funds Allocation Rules and giving appropriate instructions to the Custodian, the Issuer Account Bank, the Servicer, the Paying Agent and the Data Protection Agent for such purpose;

(f) calculating the amounts due to the Noteholders and/or Unitholder(s), as well as any amount due to any third party, in accordance with the provisions of the Issuer Regulations;

(g) managing the investment of the Available Cash pursuant to the provisions of the Issuer Regulations and the Account and Cash Management Agreement;

(h) during the Revolving Period (only):

(a) prior to any Transfer Date (other than the Closing Date), give notice to the Seller of the amounts available for the purchase of Additional Eligible Receivables and standing to the credit of the Replenishment Ledger on such Transfer Date;

(b) at the latest on each Calculation Date, calculate the purchase price of the Additional Eligible Receivables;

(c) take of any steps for the acquisition by the Issuer of Additional Eligible Receivables and their related Ancillary Rights, from the Seller pursuant to the Issuer Regulations and the Master Receivables Transfer Agreement; and

(d) on receipt of any Purchase Offer and at the latest on each Calculation Date, check the compliance of the Additional Eligible Receivables which have been selected by the Seller with the applicable Eligibility Criteria and that, taking into account these Additional Eligible Receivables and excluding any Receivables to be retransferred to the Seller on the following Monthly Payment Date, either the Global Portfolio Criteria are complied with on the Cut-Off Date immediately preceding the relevant Transfer Date and verify whether the other conditions precedent to the purchase of Receivables on the relevant Transfer Date are fulfilled;

(i) preparing and providing to the Custodian the Investor Report on each Calculation Date and, after control (only consisting in a consistency check) by the Custodian (if possible, knowing that the Custodian has an obligation to control the Investor Report after its publication), making available and publishing on its internet website, the Investor Report on the second Business Day preceding each Monthly Payment Date;

(j) verifying that the payments received by the Issuer with respect to the Transferred Receivables are consistent with the sums due to it and, if necessary, enforcing the rights of the Issuer under the Transaction Documents to which it is a party;

(k) determining, and giving effect to, the occurrence of an Amortisation Event, an Issuer Liquidation Event or a Servicer Termination Event and informing the Noteholders of the same without undue delay;

(l) executing, renewing and terminating with the other Transaction Parties involved, the Transaction Documents necessary for the establishment and the operation of the Issuer;

(m) communicating to the other Transaction Parties any information required or relevant for the purposes of the compliance with their respective duties under the AMF General Regulations and requesting any information required or relevant for the purposes of the compliance with the duties of the Management Company under the AMF General Regulations;

(n) appointing and, if applicable, replacing the Statutory Auditor, pursuant to article L.214-185 of the French Monetary and Financial Code;

(o) if required, preparing the documents required for the information of the AMF, the *Banque de France*, the CSSF, the Noteholders, the Residual Unitholders, the Rating Agencies and any relevant supervisory authority, securities market (such as the Luxembourg Stock Exchange) or Central

Securities Depositaries (such as Euroclear France and Clearstream Banking), in accordance with article L. 214-175 of the French Monetary and Financial Code, article 425-14 of the AMF General Regulations and any other applicable laws and regulations. In particular, the Management Company shall prepare the various documents required to provide to the Noteholders and the Residual Unitholders on a regular basis the information which is required to be disclosed to them;

(p) taking the decision to liquidate the Issuer in accordance with applicable laws and the Issuer Regulations;

(q) notifying (or instructing any authorised third party to notify) the Lessees, the Main Auctioneers and the Main Vehicle Purchasers, in accordance with the provisions of the Master Receivables Transfer Agreement;

(r) notifying the Data Protection Agent to deliver the Key in accordance with the terms of the Data Protection Agreement, as and when applicable;

(s) upon the occurrence of any Downgrade Event, acting as Back-Up Servicer Facilitator and using all reasonable endeavours to identify and approach any potential Suitable Entity to act as Back-Up Servicer within ninety (90) calendar days of such Downgrade Event (provided no Servicer Termination Event has occurred); and following the selection by the Back-Up Servicer Facilitator of a Suitable Entity to act as Back-Up Servicer, appointing, with the prior consent of the Custodian (such consent not being unreasonably withheld), such entity as Back-Up Servicer in accordance with, and subject to, Article L. 214-172 of the French Monetary and Financial Code and the Servicing Agreement, provided that such person shall stand by until it is notified by the Management Company of a termination of the Servicing Agreement;

(t) upon the occurrence of any Servicer Termination Event, acting as Back-Up Servicer Facilitator, either (1) if a Back-Up Servicer has been appointed following the occurrence of a Downgrade Event, forthwith appointing such Back-Up Servicer to act as a Substitute Servicer or (2) otherwise, using all reasonable endeavours to identify and approach any potential Suitable Entity to act as Substitute Servicer within thirty (30) calendar days of such Servicer Termination Event; and following the selection by the Back-Up Servicer Facilitator of a Suitable Entity to act as Substitute Servicer, appointing, with the prior consent of the Custodian (such consent not being unreasonably withheld), such entity as Substitute Servicer in accordance with, and subject to, Article L. 214-172 of the French Monetary and Financial Code and the Servicing Agreement;

(u) upon the occurrence of any Downgrade Event, acting as a Back-Up Maintenance Coordinator Facilitator and using all reasonable endeavours to identify and approach any potential Suitable Entity to act as Back-Up Maintenance Coordinator within ninety (90) calendar days of such Downgrade Event (provided no Seller Termination Event has occurred); and following the selection by the Back-Up Maintenance Coordinator Facilitator of a Suitable Entity to act as Back-Up Maintenance Coordinator, appointing, with the prior consent of the Custodian (such consent not being unreasonably withheld), such entity as Back-Up Maintenance Coordinator in accordance with, and subject to, the provisions of the Master Receivables Transfer Agreement;

(v) upon the occurrence of any Seller Termination Event, acting as Back-Up Maintenance Coordinator Facilitator either (1) if a Back-Up Maintenance Coordinator has been appointed following the occurrence of a Downgrade Event, forthwith appointing such Back-Up Maintenance Coordinator to act as a Substitute Maintenance Coordinator or (2 otherwise, using all reasonable endeavours to identify and approach any potential Suitable Entity to act as Substitute Maintenance Coordinator

within ninety (90) calendar days of such Seller Termination Event; and following the selection by the Back-Up Maintenance Coordinator Facilitator of a Suitable Entity to act as Substitute Maintenance Coordinator, appointing, with the prior consent of the Custodian (such consent not being unreasonably withheld), such entity as Substitute Maintenance Coordinator in accordance with, and subject to, the provisions of the Master Receivables Transfer Agreement;

(w) replacing (and for this purpose endeavoring to find a replacement entity for), if applicable, the Paying Agent, the Listing Agent and/or the Registrar under the terms and conditions provided by applicable laws at the time of such replacement and by the Paying Agency, Listing and Registrar Agreement;

(x) replacing (and for this purpose endeavoring to find a replacement entity for), if applicable, the Data Protection Agent under the terms and conditions provided by applicable laws at the time of such replacement and by the Data Protection Agreement;

(y) replacing (and for this purpose endeavoring to find a replacement entity for), if applicable, the Swap Counterparty under the terms and conditions provided by applicable laws at the time of such replacement and by the Swap Agreement;

(z) replacing (and for this purpose endeavoring to find a replacement entity for), if applicable, the Issuer Account Bank under the terms and conditions provided by applicable laws at the time of such replacement and by the Account and Cash Management Agreement; and

(aa) registering, or ensuring the registration by the Pledgor of, the initial pledge statement and any supplemental pledge statement, as the case may be, in relation to the Vehicles Pledge, and releasing, as the case may be, the Vehicles from the Vehicles Pledge, in each case in accordance with the Vehicles Pledge Agreement.

The Management Company did not engage any of the Rating Agencies in respect of any application for assigning the initial rating to the Rated Notes.

Performance of the Obligations of the Management Company

Pursuant to article L.214-175-2 II of the French Monetary and Financial Code, the Management Company shall at all times act in an honest, loyal, professional, independent manner (*de manière honnête, loyale, professionnelle, indépendante*) and, under all circumstances, act in the interest of the Issuer, the Noteholders and of the Residual Unitholders.

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

Delegation

The Management Company may sub-contract or delegate all or part of its administrative obligations with respect to the management of the Issuer or appoint any third party to perform all or part of its obligations, subject to:

(a) the Management Company arranging for the sub-contractor, the delegate, the agent or the appointee to irrevocably waive all its rights of recourse against the Issuer with respect to the contractual liability of the Issuer;

(b) such sub-contracting, delegation, agency or appointment complying with applicable laws and regulations;

(c) the AMF having received prior notice thereof, if required by the AMF General Regulations;

(d) the Rating Agencies having received prior notice thereof;

(e) such sub-contracting, delegation, agency or appointment (i) not being likely to result, in the reasonable opinion of the Management Company, in the placement on "negative outlook", or as the case may be on "rating watch negative" or "review for possible downgrade", or the downgrading or the withdrawal of any of the ratings of the Rated Notes or (ii) limiting any downgrading or preventing the withdrawal of any of the ratings by the Rating Agencies of the Rated Notes; and

(f) the Management Company having previously informed the Custodian of such sub-contract, delegation, agency or appointment and the identity of the relevant entity,

provided that notwithstanding such sub-contracting, delegation, agency or appointment, the Management Company shall continue to be bound to comply with its obligations to the Noteholders, the Residual Unitholders and the Custodian pursuant to the Issuer Regulations and shall not exonerate the Management Company from its liability.

Substitution of the Management Company

The cases and conditions of substitution of the Management Company are provided for in the Issuer Regulations.

The management of the Issuer may be transferred, at the request of the Management Company or, in certain circumstances, at the request of the Custodian, to another portfolio management company (*société de gestion de portefeuille*) governed by Article L. 532-9 of the French Monetary and Financial Code, subject to (a) the prior approval of the AMF (if required), (b) the compliance with all applicable laws, (c) the substitution not affecting the level of security enjoyed by the Noteholders and Unitholder(s), and the Management Company having notified the Noteholders and Unitholder(s) prior to such substitution and (d) the prior approval of the Custodian.

The Custodian

Duties and responsibilities of the Custodian

Pursuant to article L. 214-175-2 of the French Monetary and Financial Code and the relevant provisions of the AMF General Regulations, Société Générale, a *société anonyme* whose registered office is located at 29, boulevard Haussmann, 75009 Paris, France, registered with the Trade and Companies Registry of Paris, France, under number 552 120 222 and licensed as an *établissement de crédit* (credit institution) in France

by the *Autorité de Contrôle Prudentiel et de Résolution* under the French Monetary and Financial Code, has been designated by the Management Company acting on behalf of the Issuer to act as custodian of the Issuer.

Pursuant to the provisions of Issuer Regulations and within the framework of the Custodian Agreement, the Custodian shall, *inter alia*:

(a) in accordance with article L.214-175-2, I of the French Monetary and Financial Code:

(i) be in charge of custody (*garde*) of the Issuer's assets in accordance with the provisions of article L.214-175-4, II of the French Monetary and Financial Code and the Issuer Regulations; and

(ii) ascertain the regularity (*régularité*) of the decisions made by Management Company with respect to the Issuer, it being provided that the Custodian shall take all necessary and appropriate steps in the event of failure by, incapacity or wilful misconduct (*faute dolosive*) of, the Management Company to perform its duties under the Transaction Documents;

(b) in accordance with article L. 214-175-4, I, 1° of the French Monetary and Financial Code and Article 323-43 of the AMF General Regulations, ensure that all payments made by Noteholders and Residual Unitholders or in their name at the time of the subscription of the relevant Notes and Residual Units have been received and that all cash has been recorded;

(c) in accordance with article L. 214-175-4, I, 2° of the French Monetary and Financial Code and Article 323-43 of the AMF General Regulations, in general ensure that the Issuer's cash flows are properly monitored;

(d) in accordance with article L. 214-175-4, II, 2° of the French Monetary and Financial Code and Article 323-46 of the AMF General Regulations:

(i) hold the Transfer Documents;

(ii) hold the register of the Transferred Receivables;

(iii) verify the existence of the Transferred Receivables on the basis of samples;

(e) in accordance with article L. 214-175-4, II, 3° of the French Monetary and Financial Code and Article 323-46 of the AMF General Regulations, hold the register of all other assets of the Issuer (i.e. other than the Transferred Receivables) and control the reality of the sale or purchase of such assets of the Issuer and of any security, guarantee and ancillary rights thereto;

(f) in accordance with to Article L. 214-175-4 III of the French Monetary and Financial Code and Article 323-49 of the AMF General Regulations:

(i) ensure that the sale, the issuance, the redemption and the cancellation of the Notes and the Residual Units carried by the Issuer or on its behalf are made in accordance with applicable laws and regulations as well as with the Issuer Regulations;

(ii) ensure that the computation of the value of the Notes and the Residual Units is made in accordance with applicable laws and regulations as well as with the Issuer Regulations;

(iii) comply with the instructions of the Management Company provided always that such instructions do not breach any applicable laws and regulations or the Issuer Regulations;

(iv) ensure that, in the context of any transaction relating to the assets of the Issuer, the consideration is remitted to it within the usual time limits;

(v) ensure that any proceeds of the Issuer will be allocated in accordance with the applicable laws and regulations as well as with the Issuer Regulations,

(g) control that the Management Company has, pursuant to Article L. 214-175 II of the French Monetary and Financial Code, no later than six (6) weeks following the end of each semi-annual period of each financial period of the Issuer, prepared an inventory report of the assets of the Issuer (*inventaire de l'actif*);

(h) control that the Management Company has, pursuant to Article 425-15 of the AMF General Regulations, drawn up and published and subject to a verification made by the auditor of the Issuer:

(i) no later than four (4) months following the end of each financial period of the Issuer, the annual activity report (*compte rendu d'activité de l'exercice*) of the Issuer; and

(ii) no later than three (3) months following the end of the first semi-annual period of each financial period of the Issuer, the semi-annual activity report (*compte rendu d'activité semestriel*) of the Issuer;

(i) in accordance with Article D. 214-233 of the French Monetary and Financial Code, ensure the custody of the Available Cash (*conservation de la trésorerie*) and ensure, on the basis of a representation (*déclaration*) of the Servicer, that the Servicer established appropriate documented custody procedures allowing the safekeeping (*garantissant la réalité*) of the Transferred Receivables transferred by it to the Issuer, their security interest (*sûretés*) and their related ancillary rights (*accessoires*) (including the Ancillary Rights) and that such Transferred Receivables are collected for the sole benefit of the Issuer;

(j) in accordance with Article 323-52 of the AMF General Regulations, issue and deliver to the Management Company, no later than within seven (7) weeks following the end of each financial year of the Issuer or, if its falls later, two (2) weeks following receipt of the inventory provided by the Management Company, a statement (*attestation*) relating to the assets of the Issuer;

(k) control that the Management Company has, pursuant to Article 425-14 of the AMF General Regulations, prepared the financial statement of the Issuer and, more generally supervise the information published by the Management Company with respect to the Issuer, save for the additional information published by the Management Company within the conditions set out in Section "INFORMATION RELATING TO THE ISSUER – Securitisation Regulation Transparency Requirements";

(l) verify the instructions given by the Management Company to the Issuer Account Bank to debit or credit, as the case may be, the Issuer Accounts, in accordance with the provisions of the Issuer Regulations and the performance of such instructions by the Issuer Account Bank;

(m) participate to the replacement of the Issuer Account Bank under the terms and conditions provided by applicable laws at the time of such replacement and by the Account and Cash Management Agreement; and

(n) ensure that it has established appropriate procedures and steps in accordance with the provisions of Title VI on the obligations relating to anti-money laundering and combating financial terrorism of Book V of the French Monetary and Financial Code.

Performance of the obligations of the Custodian

Pursuant to Article L. 214-175-2 II of the French Monetary and Financial Code, the Custodian shall, at all times, act in an honest, loyal, professional, independent manner (*de manière honnête, loyale, professionnelle, indépendante*) in all circumstances, in the interests of the Issuer, the Noteholders and of the Residual Unitholders.

In order to permit the Custodian to perform its supervisory role, the Management Company has undertaken to provide the Custodian with:

(a) each management report concerning the Issuer;

(b) any information provided by the Seller, the Servicer, the Swap Counterparty, the Account Bank and the Pledgor pursuant to the Master Receivables Transfer Agreement, the Swap Documents, the Account and Cash Management Agreement, the Servicing Agreement and the Vehicles Pledge Agreement; and

(c) all the calculations made by the Management Company on the basis of such information to make payments due with respect to the Issuer.

In addition, and more generally, the Management Company has undertaken to provide the Custodian, on first demand and before any distribution to a third party, with any information or document related to the Issuer generally in order to allow the Custodian to perform its oversight duties as described above.

Delegation

The Custodian may sub-contract or delegate part (but not all) of its obligations with respect to the Issuer, subject to:

(a) the Custodian arranging for the sub-contractor, the delegate, the agent or the appointee irrevocably to waive all its rights of recourse against the Issuer with respect to the contractual liability of the latter;

(b) such sub-contracting, delegation, agency or appointment complying with applicable laws and regulations;

(c) the Rating Agencies having received prior notice and such sub-contracting, delegation, agency or appointment (i) not being likely to result, in the reasonable opinion of the Management Company, in the placement on "negative outlook", or as the case may be on "rating watch negative" or "review for possible downgrade", or the downgrading or the withdrawal of any of the ratings of the Rated Notes or (ii) limiting any downgrading or preventing the withdrawal of any of the ratings of the Rated Notes; and

(d) the Management Company having previously and expressly approved such sub-contract, delegation, agency or appointment and the identity of the relevant entity, provided that such approval may not be refused without a material and justified reason and if it is exclusively in the interests of the Noteholders and of the Residual Unitholders; and

provided that

(1) in any case, notwithstanding such sub-contracting, delegation, agency or appointment, the Custodian shall continue to be bound to comply with its obligations to the Noteholders, the Residual Unitholders and the Management Company pursuant to the Issuer Regulations and such subcontracting, delegation, agency or appointment shall not exonerate the Custodian from its liability;

(2) pursuant to article 323-57 of the AMF General Regulations, the Custodian shall not sub-contract or delegate its duties with respect to monitoring the regularity (*régularité*) of the Management Company's decisions; and

(3) pursuant to article L. 214-175-5 of the French Monetary and Financial Code, the Custodian:

(a) shall not delegate to any third party its obligations under Article L. 214-175-4, I and article L. 214-175-4, III of the French Monetary and Financial Code; and

(b) may delegate, in accordance with the relevant provisions of the AMF General Regulations, to third party the custody of the Issuer's assets referred to in article L. 214-175-4, II of the French Monetary and Financial Code, other than the task mentioned in article L. 214-175-4, II, 2° of the French Monetary and Financial Code, and always subject to the conditions set out in paragraphs (a) to (d) above and the relevant provisions of the AMF General Regulations.

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Substitution of the Custodian

The cases and conditions of substitution of the Custodian are provided for in the Issuer Regulations.

The Issuer Account Bank

The Issuer Account Bank is Société Générale, a *société anonyme* incorporated under, and governed by, the laws of France, whose registered office is at 29, Boulevard Haussman, 75009 Paris, France, licensed as an *établissement de crédit* (a credit institution) by the *Autorité de Contrôle Prudentiel et de Résolution* under the French Monetary and Financial Code.

The Issuer Account Bank holds the Issuer Accounts and provides the Management Company with banking and custody services in relation thereto. In particular, the Issuer Account Bank shall act upon the instructions of the Management Company in relation to the operations of the Issuer Accounts, in accordance with the provisions of the Account and Cash Management Agreement.

If, at any time:

(a) the ratings of the Issuer Account Bank fall below the Required Ratings; or

(b) the Issuer Account Bank fails to comply with:

(i) any of its obligations (other than an obligation to make a payment) under the Account and Cash Management Agreement; or

(ii) any of its obligations to pay on its due date any amount payable under the Account and Cash Management Agreement and, when such failure to pay is caused by administrative or technical error, it is not remedied within four (4) Business Days,

the Management Company shall, by written notice to the Issuer Account Bank (with copy to the Custodian), terminate the appointment of the Issuer Account Bank and shall appoint, with the prior consent of the Custodian, within sixty (60) calendar days, a substitute account bank that shall, among other requirements set out in the Account Bank and Cash Management Agreement, have at least the Required Ratings, provided that no termination of the Issuer Account Bank's appointment shall occur for so long as an eligible substitute account bank has not been appointed by the Management Company, with the prior consent of the Custodian.

The Servicer

The Servicer is TEMsys, a *société anonyme* incorporated under, and governed by, the laws of France, whose commercial name is ALD Automotive and whose registered office is at 15 allées de l'Europe, 92110 Clichy, France, registered with the Trade and Companies Register of Nanterre (France) under number 351 867 692.

In accordance with Article L. 214-172 of the French Monetary and Financial Code and with the Servicing Agreement, the Seller has been appointed by the Management Company as Servicer. As Servicer, the Seller shall be responsible for the management, servicing and collection of the Transferred Receivables.

Pursuant to Article D. 214-233 of the French Monetary and Financial Code and the terms of the Servicing Agreement, the Servicer shall ensure the safekeeping of the Contractual Documents and shall establish appropriate documented custody procedures in relation thereto and an independent internal ongoing control of such procedures. The Custodian shall ensure, on the basis of a statement of the Servicer, that all appropriate documented custody procedures in relation to the Contractual Documents have been set up. This statement shall enable the Custodian to check if the Servicer has established appropriate documented custody procedures allowing the safekeeping (*garantissant la réalité*) of the Transferred Receivables, the Ancillary Rights including the Collateral Security and that the Transferred Receivables are collected for the sole benefit of the Issuer. At the request of the Management Company or the Custodian, the Servicer shall as soon as possible (*dans les meilleurs délais*) provide the Contractual Documents to the Custodian, or any other entity designated by the Custodian and the Management Company.

The Swap Counterparty

The Swap Counterparty is Royal Bank of Canada, established as a Canadian Bank incorporated under and governed by the Bank Act (Canada), whose head office is located at 1 Place Ville Marie, Montreal, Quebec, H3B 3A9, Canada, licensed as a Schedule I bank under the *Bank Act* (Canada), acting through its Paris Branch located at 58 Avenue Marceau, 75008 Paris and licensed as an *établissement de crédit* (credit institution) by the *Autorité de Contrôle Prudentiel et de Résolution*.

On or before the Signing Date, the Issuer has entered into the Swap Agreement with the Swap Counterparty. The Swap Agreement consists of an ISDA Master Agreement, as amended and supplemented by a schedule, Credit Support Annex thereto and two swap confirmations, and is governed by English law.

The purpose of the Swap Agreement is to enable the Issuer to meet its interest obligations on the Class A Notes, in particular by hedging the Issuer against the risk of a difference between the EURIBOR-based floating rate applicable for the relevant Interest Period on the Class A Notes on each relevant Monthly Payment Date and the fixed interest rate payments received in respect of the Transferred Receivables (see the Section entitled "*Description of the Swap Counterparty*" on page 222).

The Data Protection Agent

The Personal Data of the Lessees provided by the Seller to the Issuer are encrypted to protect the confidentiality of the identity of the Lessees and the deciphering key relating to such encrypted data is kept by Société Générale as Data Protection Agent, in accordance with the terms of the Data Protection Agreement.

Statutory Auditor

Deloitte, a *société par actions simplifiée* (SAS) incorporated under, and governed by, the laws of France, whose registered office is at 6 Place de la Pyramide, 92908 Paris La Défense Cedex, has been appointed for a term of six (6) financial periods as Statutory Auditor (*commissaire aux comptes*) of the Issuer in accordance with Article L. 214-185 of the French Monetary and Financial Code and shall be responsible for carrying out certain duties as set out in the Issuer Regulations. Deloitte is registered as a chartered accountant with the *Compagnie Nationale des Commissaires aux Comptes* (CNCC).

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

(a) to certify, when necessary, that the Issuer's accounts are true and fair and to verify the accuracy of the information contained in the management reports prepared by the Management Company;

(b) to bring to the attention of the Management Company, the Custodian and the French *Autorité des Marchés Financiers* any irregularities or misstatements that may be revealed during the performance of their duties; and

(c) to examine the information transmitted periodically to the Noteholders, the Residual Unitholder(s) and the Rating Agencies by the Management Company and to prepare an annual report on the Issuer Accounts for the benefit of the Noteholders, the Residual Unitholder(s) and the Rating Agencies.

INDEBTEDNESS STATEMENT

The indebtedness of the Issuer on the Closing Date (after the issuance of the Class A Notes, the Class B Notes, the Class C Notes and the Residual Units) will be as follows:

Indebtedness	**€**
Class A Notes	€500,000,000
Class B Notes	€93,800,000
Class C Notes	€95,900,000
Residual Units	€300
Total indebtedness	€689,700,300

On the Closing Date, the Issuer has no borrowings or indebtedness (save for the General Reserve) in the nature of borrowings, term loans, liabilities under acceptance credits, charges or guarantees.

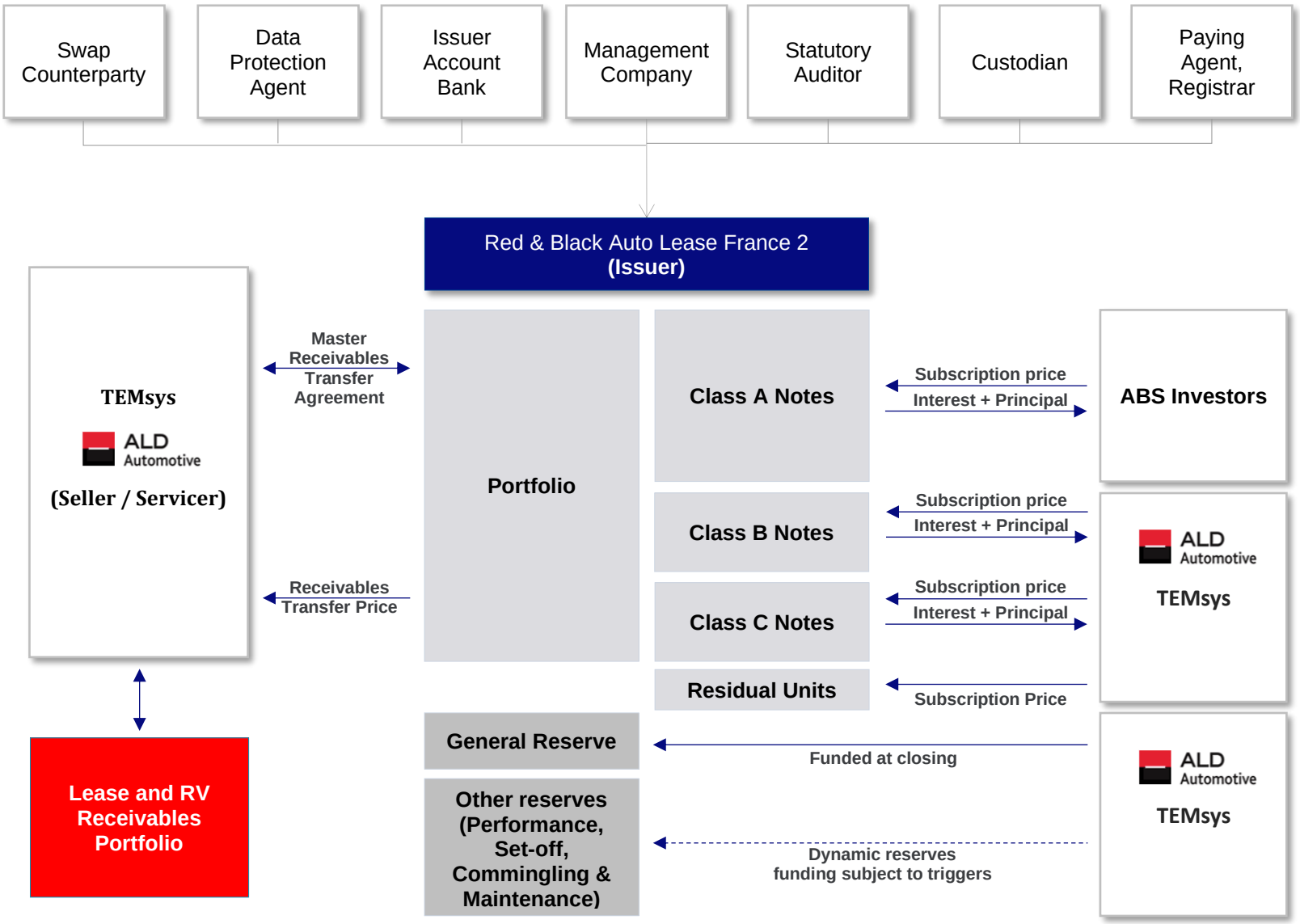
GOVERNING LAW AND SUBMISSION TO JURISDICTION

The Issuer Regulations and the other Transaction Documents are governed by and interpreted in accordance with French law (except the Swap Agreement, which is governed by English law). Pursuant to the Issuer Regulations, the *Tribunal de Commerce of Paris* or, under the circumstances provided for by Article L. 722-4 of the French Commercial Code, the relevant competent courts in commercial matters within the jurisdiction of the *Cour d'appel* of Pariswill have exclusive jurisdiction to settle any dispute that may arise between the Noteholders, the Residual Unitholder(s), the Management Company and/or the Custodian in connection with the establishment, the operation or the liquidation of the Issuer.

LIQUIDATION OF THE ISSUER

Pursuant to the Issuer Regulations and the Master Receivables Transfer Agreement, the Management Company may decide to initiate the early liquidation of the Issuer in accordance with Article L. 214-186 of the French Monetary and Financial Code in the circumstances described in the Section entitled "*Liquidation of the Issuer*" on page 223. Other than in such circumstances, the Issuer shall be liquidated on the Issuer Liquidation Date.

SIMPLIFIED **DIAGRAM OF THE TRANSACTION**



OPERATION OF THE ISSUER

GENERAL

The rights of the Noteholders and of the Residual Unitholders to receive payments of principal and interest on the Notes or the Residual Units, as applicable, will be determined in accordance with the relevant period of the Issuer, as described below.

OPERATIONS OF THE ISSUER DEPENDING ON THE APPLICABLE PERIOD

General Description of the Periods

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

(a) the Revolving Period;

(b) the Amortisation Period; and

(c) the Accelerated Amortisation Period.

Revolving Period

Duration

The Revolving Period (the **Revolving Period**) is the period during which the Issuer is entitled to acquire Eligible Receivables from the Seller, in accordance with the provisions of the Issuer Regulations and the Master Receivables Transfer Agreement.

The Revolving Period shall be in effect from (and including) the Closing Date until (but excluding) the earlier of the following dates:

(a) the Monthly Payment Date falling in July 2024; and

(b) the Monthly Payment Date immediately following the date of occurrence of an Amortisation Event.

An Amortisation Event means either an Early Amortisation Event or an Accelerated Amortisation Event.

Early Amortisation Events

The Revolving Period shall terminate on (but excluding) the Monthly Payment Date immediately following the date of occurrence of any of the following events during the Revolving Period (each, an **Early Amortisation Event**):

(a) the occurrence of a Seller Termination Event;

(b) the occurrence of a Servicer Termination Event;

(c) an Event of Default or Additional Termination Event (as defined in the Swap Agreement or replacement Swap Agreement) has arisen under the Swap Agreement or replacement Swap Agreement;

(d) the Cumulative Default Ratio exceeds 3.5%;

(e) the Average Delinquency Ratio exceeds 10.0%;

(f) on any applicable Monthly Payment Date, the balance of the General Reserve Account, Comminging Reserve Account, Performance Reserve Account, Maintenance Reserve Account or Set-Off Reserve Account, is lower than the applicable General Reserve Required Amount, Commingling Reserve Required Amount, Performance Reserve Required Amount, Maintenance Reserve Required Amount or Set-Off Reserve Required Amount;

(g) on three (3) consecutive Monthly Payment Dates, the Aggregate Discounted Balance (taking into account the Receivables transferred to the Issuer on such Monthly Payment Dates) is less than or equal to ninety per cent. (90%) of the Notes Initial Principal Amount;

(h) a Downgrade Event has occurred and no Back-Up Servicer or no Back-Up Maintenance Coordinator has been appointed within one hundred and twenty (120) calendar days following such event in accordance with the provisions of the Transaction Documents; and

(i) on three (3) consecutive Monthly Payment Dates, the amount credited on any Monthly Payment Date to the Replenishment Ledger of the Operating Account for the purchase of Additional Eligible Receivables is lower than the Required Replenishment Amount on such Monthly Payment Date.

Please refer to the below section for Accelerated Amortisation Events.

As a consequence of the occurrence of an Amortisation Event and with effect from the Monthly Payment Date immediately following the date of the occurrence of such Amortisation Event, the Issuer shall no longer be entitled to purchase any Additional Eligible Receivables.

Operation of the Issuer during the Revolving Period

During the Revolving Period, on each Monthly Payment Date, the Issuer shall operate as follows:

(a) payment of the Issuer Fees and payments due to the Swap Counterparty shall be made in accordance with, and subject to, the Priority of Payments applicable to the Revolving Period;

(b) the Class A Noteholders shall receive interest payments on each Monthly Payment Date, pursuant to the Priority of Payments applicable to the Revolving Period on a *pari passu* basis and pro rata to the Class A Notes Outstanding Amount;

(c) the Class B Noteholders shall receive interest payments on each Monthly Payment Date, pursuant to the Priority of Payments applicable to the Revolving Period on a *pari passu* basis and pro rata to the Class B Notes Outstanding Amount;

(d) the Class C Noteholders shall receive interest payments on each Monthly Payment Date, pursuant to the Priority of Payments applicable to the Revolving Period on a *pari passu* basis and pro rata to the Class C Notes Outstanding Amount;

(e) on each Transfer Date the Issuer shall be entitled to purchase Additional Eligible Receivables from the Seller subject to the satisfaction of the applicable Conditions Precedent and in such case the Issuer shall pay to the Seller the aggregate Receivables Transfer Price of such Additional Eligible Receivables by debiting the Operating Account (such debit operation being recorded on the Replenishment Ledger) in accordance with the provisions of the Master Receivables Transfer Agreement and of the Issuer Regulations, as set out in the Section entitled "*Purchase and Servicing of the Receivables*" on page 150 pursuant to the Priority of Payments applicable to the Revolving Period;

(f) where applicable, the Issuer shall pay to the Seller, on each Monthly Payment Date, an Additional Transfer Price equal to the Aggregate Discounted Balance Increase Amount relating to the current Reference Period, by way of transfer of the said Aggregate Discounted Balance Increase Amount due and payable by the Issuer to the Seller on the same Monthly Payment Date and in accordance with, and subject to, the applicable Priority of Payments, to the credit of the account designated by the Seller to the Management Company (provided that such Aggregate Discounted Balance Increase Amount may be subject to set-off with the Aggregate Discounted Balance Reduction Amount due by the Seller to the Issuer on such Monthly Payment Date, resulting either in the payment by the Issuer to the Seller of an Aggregate Discounted Balance Net Increase Amount or the payment by the Seller to the Issuer of an Aggregate Discounted Balance Net Reduction Amount (as part of the Deemed Collections) on that Monthly Payment Date);

(g) the Notes shall not receive any principal repayment;

(h) the Residual Units shall not receive any principal repayment and payment of remuneration (if any) under the Residual Units shall be made on each Monthly Payment Date subject to the Priority of Payments applicable to the Revolving Period; and

(i) in the event of occurrence of an Amortisation Event, the Revolving Period shall automatically terminate on (but excluding) the Monthly Payment Date immediately following the date of such Amortisation Event and the Issuer shall enter into the Amortisation Period or the Accelerated Amortisation Period, as applicable, on such Monthly Payment Date (included).

Amortisation Period

Duration

The Amortisation Period shall start on the Amortisation Starting Date (included), subject to (i) no Accelerated Amortisation Event having occurred and to (ii) the date on which the Management Company has elected to proceed to the liquidation of the Issuer following an Issuer Liquidation Event not having occured and shall end on the earlier of:

(a) the date on which all Notes are redeemed in full (included);

(b) the date of occurrence of the Accelerated Amortisation Event (excluded); and

(c) the date on which the Management Company elects to proceed to the liquidation of the Issuer following the occurrence of an Issuer Liquidation Event (included).

During the Amortisation Period, the Issuer:

(a) shall be entitled to repay the Notes on each Monthly Payment Date, in accordance with the provisions of the Issuer Regulations; and

(b) shall not be entitled to acquire Additional Eligible Receivables.

Operations of the Issuer during the Amortisation Period

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

(a) the Management Company, acting in the name and on behalf of the Issuer, shall not be entitled to purchase any Additional Eligible Receivables;

(b) payment of the Issuer Fees and payments due to the Swap Counterparty shall be made in accordance with, and subject to, the applicable Priority of Payments;

(c) the Noteholders of each Class of Notes shall receive interest payments on each Monthly Payment Date pursuant to the applicable Priority of Payments, provided that:

  (i) the Class A Noteholders shall receive interest payments on a *pari passu* basis and pro rata to their then outstanding amount;

  (ii) the Class B Noteholders shall receive interest payments on a *pari passu* basis and pro rata to their then outstanding amount; and

  (iii) the Class C Noteholders shall receive interest payments on a *pari passu* basis and pro rata to their then outstanding amount;

(d) the Noteholders of each Class of Notes shall receive principal repayments on each Monthly Payment Date in accordance with the Priority of Payments applicable to the Amortisation Period provided that:

  (i) the Class A Noteholders shall receive repayments of principal in an amount equal to the Class A Notes Amortisation Amount as at such Monthly Payment Date on a *pari passu* basis and pro rata to their then outstanding amount; and

  (ii) the Class B Noteholders shall receive repayments of principal in an amount equal to the Class B Notes Amortisation Amount as at such Monthly Payment Date on a *pari passu* basis and pro rata to their then outstanding amount; and

  (iii) the Class C Noteholders shall receive repayments of principal in an amount equal to the Class C Notes Amortisation Amount as at such Monthly Payment Date on a *pari passu* basis and pro rata to their then outstanding amount;

(e) where applicable, the Issuer shall pay to the Seller, on each Monthly Payment Date, an Additional Transfer Price equal to the Aggregate Discounted Balance Increase Amount relating to the current Reference Period, by way of transfer of the said Aggregate Discounted Balance Increase Amount due and payable by the Issuer to the Seller on the same Monthly Payment Date and in accordance with, and subject to, the applicable Priority of Payments, to the credit of the account designated by the Seller to the Management Company (provided that such Aggregate Discounted Balance Increase

Amount may be subject to set-off with the Aggregate Discounted Balance Reduction Amount due by the Seller to the Issuer on such Monthly Payment Date, resulting either in the payment by the Issuer to the Seller of an Aggregate Discounted Balance Net Increase Amount or the payment by the Seller to the Issuer of an Aggregate Discounted Balance Net Reduction Amount (as part of the Deemed Collections) on that Monthly Payment Date);

(f) after payment of all sums due according to the applicable Priority of Payments and only once the Class A Notes, the Class B Notes and the Class C Notes have all been redeemed in full, any remaining credit balance of the Operating Account shall be allocated in accordance with the applicable Priority of Payments first to the Seller as repayment of the General Reserve Cash Deposit (to the extent not already repaid) and then to the Residual Unitholders as payment of interest and any sums standing to the credit of the Commingling Reserve Account, the Performance Reserve Account, Set-Off Reserve Account, Maintenance Reserve Account will be returned to the Servicer or the Seller, as applicable, in accordance with, and subject to, the provisions of the Servicing Agreement or the Master Receivables Transfer Agreement, as applicable; and

(g) in the event of occurrence of an Accelerated Amortisation Event or from the date on which the Management Company elects to proceeds with the liquidation of the Issuer following an Issuer Liquidation Event, the Amortisation Period shall automatically terminate, as applicable, on (but excluding) the Monthly Payment Date following the occurrence of an Accelerated Amortisation or on such date on which the Management Company has elected to proceeds with the liquidation of the Issuer, and the Issuer shall enter into the Accelerated Amortisation Period as detailed below.

Accelerated Amortisation Period

Duration

The Accelerated Amortisation Period shall start on the earlier of the Monthly Payment Date following the occurrence of an Accelerated Amortisation Event (included) or the date on which the Management Company elects to proceed with the liquidation of the Issuer following an Issuer Liquidation Event (included) and will end on the earlier of (i) the Legal Maturity Date and (ii) the Monthly Payment Date on which the Notes are repaid in full and all sums due under the Priority of Payments applicable to the Accelerated Amortisation Period are paid in full.

During the Accelerated Amortisation Period, the Issuer:

(a) shall be entitled to repay the Notes on each Monthly Payment Date, in accordance with the provisions of the Issuer Regulations; and

(b) shall not be entitled to acquire Additional Eligible Receivables.

Accelerated Amortisation Event

Any of the following events shall constitute an accelerated amortisation event (each, an **Accelerated Amortisation Event**):

(a) any amount of interest due and payable on the Class A Notes remains unpaid after five (5) Business Days following the relevant Monthly Payment Date on which it is initially due; or

(b) after the redemption in full of the Class A Notes, any amount of interest due and payable on the Class B Notes remains unpaid after five (5) Business Days following the relevant Monthly Payment Date on which it is initially due.

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

Operation of the Issuer during the Accelerated Amortisation Period

During the Accelerated Amortisation Period, the Issuer shall operate as follows:

(a) the Management Company, acting in the name and on behalf of the Issuer, shall not be entitled to purchase any Additional Eligible Receivables;

(b) the Noteholders shall receive interest payments on each Monthly Payment Date or on the Issuer Liquidation Date pursuant to the Priority of Payments applicable to the Accelerated Amortisation Period, provided that:

(i) the Class A Noteholders shall receive interest payments on a *pari passu* basis and pro rata to their then outstanding amount; and

(ii) once all Class A Notes have been repaid in full, the Class B Noteholders shall receive interest payments on a *pari passu* basis and pro rata to their then outstanding amount; and

(iii) once all Class B Notes have been repaid in full, the Class C Noteholders shall receive interest payments on a *pari passu* basis and pro rata to their then outstanding amount;

(c) the Noteholders shall receive principal repayments on each Monthly Payment Date or on the Issuer Liquidation Date in accordance with the Priority of Payments applicable to the Accelerated Amortisation Period, provided that:

(i) the Class A Noteholders shall receive repayments of principal in an amount up to the Class A Notes Outstanding Amount on a *pari passu* basis and pro rata to their then outstanding amount;

(ii) once all Class A Notes have been repaid in full, the Class B Noteholders shall receive repayments of principal in an amount up to the Class B Notes Outstanding Amount on a *pari passu* basis and pro rata to their then outstanding amount; and

(iii) once all Class B Notes have been repaid in full, the Class C Noteholders shall receive repayments of principal in an amount up to the Class C Notes Outstanding Amount on a *pari passu* basis and pro rata to their then outstanding amount;

(d) where applicable, the Issuer shall pay to the Seller, on each Monthly Payment Date, an Additional Transfer Price equal to the Aggregate Discounted Balance Increase Amount relating to the current Reference Period, by way of transfer of the said Aggregate Discounted Balance Increase Amount due and payable by the Issuer to the Seller on the same Monthly Payment Date and in accordance

with, and subject to, the applicable Priority of Payments, to the credit of the account designated by the Seller to the Management Company (provided that such Aggregate Discounted Balance Increase Amount may be subject to set-off with the Aggregate Discounted Balance Reduction Amount due by the Seller to the Issuer on such Monthly Payment Date, resulting either in the payment by the Issuer to the Seller of an Aggregate Discounted Balance Net Increase Amount or the payment by the Seller to the Issuer of an Aggregate Discounted Balance Net Reduction Amount (as part of the Deemed Collections) on that Monthly Payment Date);

(e) after payment of all sums due according to the applicable Priority of Payments and only once the Class A Notes, the Class B Notes and the Class C Notes have all been redeemed in full, any remaining credit balance of the Operating Account shall be allocated in accordance with the applicable Priority of Payments first to the Seller as repayment of the General Reserve Cash Deposit (to the extent not already repaid) and then to the Residual Unitholders as final payment of principal and interest; and

(f) any sums standing to the credit of the Commingling Reserve Account, the Performance Reserve Account, the Set-Off Reserve Account and the Maintenance Reserve Account will be returned to the Seller or the Servicer, as applicable, in accordance with, and subject to, the provisions of the Servicing Agreement or the Master Receivables Transfer Agreement, as applicable.

DETERMINATIONS AND INSTRUCTIONS

Determinations

On the Calculation Date preceding each Monthly Payment Date, the Management Company shall determine, on the basis of the latest information received from the Servicer pursuant to the Servicing Agreement, all elements necessary in order to purchase Additional Eligible Receivables and make payments to the Noteholders in accordance with the relevant Priority of Payments. In particular, without limitation, the Management Company shall determine the following elements as of the relevant Monthly Payment Date:

(a) during the Revolving Period only, the Required Replenishment Amount;

(b) during the Revolving Period and the Amortisation only, the Mezzanine Principal Deficiency Amount;

(c) during the Amortisation Period and the Accelerated Amortisation Period only, the Monthly Amortisation Basis;

(d) during the Amortisation Period and the Accelerated Amortisation Period only, the Class A Notes Amortisation Amount, the Class B Notes Amortisation Amount and the Class C Notes Amortisation Amount;

(e) the Class A Notes Interest Amount, the Class B Notes Interest Amount and the Class C Notes Interest Amount;

(f) the Class A Notes Outstanding Amount, the Class B Notes Outstanding Amount, the Class C Notes Outstanding Amount and the Notes Outstanding Amount;

(g) the Available Collections and the Available Distribution Amount;

(h) the Payable Costs, the Scheduled Issuer Fees and Additional Issuer Fees, as the case may be;

(i) the Defaulted Amount;

(j) the Retransferred Amounts (and the transfer proceeds to a third party in relation to a clean-up offer);

(k) the Non-Compliance Payments;

(l) the Financial Income;

(m) the Compensation Payment Obligations;

(n) the aggregate Discounted Balance Interest Component;

(o) the Aggregate Discounted Balance as of the relevant Cut-Off Date;

(p) the aggregate Discounted Balance of the Lease Agreements with respect to the Eligible Receivables to be purchased by the Issuer on the Transfer Date following such Calculation Date;

(q) the Cumulative Default Ratio, the Delinquency Ratio and the Average Delinquency Ratio;

(r) the General Reserve Required Amount;

(s) the Commingling Reserve Required Amount and, as applicable, the Commingling Reserve Decrease Amount;

(t) the Performance Reserve Required Amount and, as applicable, the Performance Reserve Decrease Amount;

(u) the Maintenance Reserve Required Amount and, as applicable, the Maintenance Reserve Decrease Amount;

(v) the Set-Off Reserve Required Amount and, as applicable, the Set-Off Reserve Decrease Amount; and

(w) the Aggregate Discounted Balance Increase Amount, the Aggregate Discounted Balance Reduction Amount, as the case may be, the Aggregate Discounted Balance Net Increase Amount and/or the Aggregate Discounted Balance Net Reduction Amount.

For the purpose of comparing, on any relevant date, the credit standing to the General Reserve Account, Commingling Reserve Account, Commingling Reserve Account, Performance Reserve Account, Maintenance Reserve Account or Set-Off Reserve Account to, respectively, the applicable General Reserve Required Amount, Commingling Reserve Required Amount, Commingling Reserve Required Amount, Performance Reserve Required Amount, Maintenance Reserve Required Amount or Set-Off Reserve Required Amount, any Financial Income standing to the credit of each such Issuer Accounts (as the case may be) shall be disregarded.

Instructions

By no later than 11.00 a.m. Paris time on the relevant Monthly Payment Date, and in accordance with the Transaction Documents, the Management Company shall take the relevant decisions and give the necessary instructions to the Issuer Account Bank and the Paying Agent, in order that the Priority of Payments, to be

implemented on such Monthly Payment Date in accordance with, and subject to, the provisions of the Issuer Regulations, can be applied.

PRIORITY OF PAYMENTS

Revolving Period

On each Monthly Payment Date falling within the Revolving Period, the Management Company shall distribute the Available Distribution Amount by debiting the Operating Account (after the transfer in full of the credit balances of the General Reserve Account into the Operating Account, subject to any netting as provided for hereinafter) in the following order of priority but in each case only to the extent that all payments or provisions of a higher priority due to be paid or provided for on such Monthly Payment Date have been made in full:

First: towards payment (or provision for the payment) of the Issuer Fees due (or scheduled to be paid on such Monthly Payment Date) to each relevant creditor;

Second: towards payment of any Interest Rate Swap Net Cashflow, Swap Termination Amount and Replacement Swap Premium, as the case may be, payable by the Issuer (other than any Defaulted Swap Counterparty Termination Amount, if any, payable by the Issuer) to the extent such Swap Termination Amount and such Replacement Swap Premium have not already been paid in accordance with the Swap Collateral Account Priorities of Payments;

Third: towards payment of the Class A Notes Interest Amount due on such Monthly Payment Date to the Class A Noteholders;

Fourth: save if (i) the Mezzanine Principal Deficiency Amount in respect of such Monthly Payment Date exceeds 5% of the Class B Notes Outstanding Amount and (ii) there is any Class A Note outstanding, towards payment of the Class B Notes Interest Amount due on such Monthly Payment Date to the Class B Noteholders;

Fifth: towards transfer into the General Reserve Account of an amount equal to the General Reserve Required Amount as at such Monthly Payment Date, subject to any netting as provided for hereinafter;

Sixth: towards payment of into the Replenishment Ledger of an amount equal to the Required Replenishment Amount for the purchase of Additional Eligible Receivables and payment of the corresponding Receivables Transfer Price to the Seller;

Seventh: if (i) the Mezzanine Principal Deficiency Amount in respect of such Monthly Payment Date exceeds 5% of the Class B Notes Outstanding Amount and (ii) there is any Class A Note outstanding, towards payment of the Class B Notes Interest Amount due on such Monthly Payment Date to the Class B Noteholders;

Eighth: towards payment of the Class C Notes Interest Amount due on such Monthly Payment Date to the Class C Noteholders;

Ninth: towards payment to the Seller of the Aggregate Discounted Balance Increase Amount relating to the current Reference Period (provided that such Aggregate Discounted Balance Increase Amount may be subject to set-off with the Aggregate Discounted

Balance Reduction Amount, resulting either in the payment by the Issuer to the Seller of an Aggregate Discounted Balance Net Increase Amount or the payment by the Seller to the Issuer of an Aggregate Discounted Balance Net Reduction Amount (as part of the Deemed Collections) on that Monthly Payment Date);

Tenth: towards payment of the Defaulted Swap Counterparty Termination Amount, if any, payable by the Issuer and to the extent that such Defaulted Swap Counterparty Termination Amount has not already been paid in accordance with the Swap Collateral Account Priorities of Payments;

Eleventh: towards transfer of the residual Available Distribution Amount to the Residual Unitholder(s) on a *pari passu* and pro rata basis as remuneration of the Residual Units,

provided that in order to simplify the credit and debit operations of the General Reserve Account, the Management Company shall determine what would be the net position of the General Reserve Account at close of the relevant Monthly Payment Date (assuming (i) a transfer in full of the credit balance of the General Reserve Account into the Operating Account and (ii) the application of the above Priority of Payments on such Monthly Payment Date, disregarding any netting) and shall be entitled to only transfer from the General Reserve Account to the Operation Account, or from the Operation Account to the General Reserve Account, as applicable, such net amount as is necessary for the credit standing to the General Reserve Account after such transfer to be equal to that net position, provided further that notwithstanding the foregoing, in any event, any Financial Income standing to the credit of the General Reserve shall not be subject to such netting and always be transferred to the Operating Account on each Monthly Payment Date.

Amortisation Period

On each Monthly Payment Date falling within the Amortisation Period, the Management Company will distribute the Available Distribution Amount in the following order of priority by debiting the Operating Account (after the transfer in full of the credit balances of the General Reserve Account into the Operating Account, subject to any netting as provided for hereinafter) but in each case only to the extent that all payments or provisions of a higher priority due to be paid or provided for on such Monthly Payment Date have been made in full:

First: towards payment (or provision for the payment) of the Issuer Fees due (or scheduled to be paid on such Monthly Payment Date) to each relevant creditor;

Second: towards payment of any Interest Rate Swap Net Cashflow, Swap Termination Amount and Replacement Swap Premium, as the case may be, payable by the Issuer (other than any Defaulted Swap Counterparty Termination Amount, if any, payable by the Issuer) to the extent such Swap Termination Amount and such Replacement Swap Premium have not already been paid in accordance with the Swap Collateral Account Priorities of Payments;

Third: towards payment of the Class A Notes Interest Amount due on such Monthly Payment Date to the Class A Noteholders;

Fourth: save if (i) the Mezzanine Principal Deficiency Amount in respect of such Monthly Payment Date exceeds 5% of the Class B Notes Outstanding Amount and (ii) there is any Class A Note outstanding, towards payment of the Class B Notes Interest Amount due on such Monthly Payment Date to the Class B Noteholders;

Fifth: towards transfer into the General Reserve Account of an amount equal to the General Reserve Required Amount as at such Monthly Payment Date, subject to any netting as provided for hereinafter;

Sixth: towards amortisation of the Class A Notes on such Monthly Payment Date in an amount equal to the Class A Notes Amortisation Amount;

Seventh: if (i) the Mezzanine Principal Deficiency Amount in respect of such Monthly Payment Date exceeds 5% of the Class B Notes Outstanding Amount and (ii) there is any Class A Note outstanding, towards payment of the Class B Notes Interest Amount due on such Monthly Payment Date to the Class B Noteholders;

Eighth: towards amortisation of the Class B Notes on such Monthly Payment Date in an amount equal to the Class B Notes Amortisation Amount

Ninth: towards payment of the Class C Notes Interest Amount due on such Monthly Payment Date to the Class C Noteholders;

Tenth towards amortisation of the Class C Notes on such Monthly Payment Date in an amount equal to the Class C Notes Amortisation Amount;

Eleventh: towards payment to the Seller of the Aggregate Discounted Balance Increase Amount relating to the current Reference Period (provided that such Aggregate Discounted Balance Increase Amount may be subject to set-off with the Aggregate Discounted Balance Reduction Amount, resulting either in the payment by the Issuer to the Seller of an Aggregate Discounted Balance Net Increase Amount or the payment by the Seller to the Issuer of an Aggregate Discounted Balance Net Reduction Amount (as part of the Deemed Collections) on that Monthly Payment Date);

Twelfth: towards payment of the Defaulted Swap Counterparty Termination Amount, if any, payable by the Issuer and to the extent that such Defaulted Swap Counterparty Termination Amount has not already been paid in accordance with the Swap Collateral Account Priorities of Payments;

Thirteenth: towards payment to the Seller of an amount being equal to the positive difference, if any, between (a) the credit balance of the General Reserve Account as of the Calculation Date immediately preceding such Monthly Payment Date and (b) the General Reserve Required Amount as of such Monthly Payment Date, as repayment of the General Reserve Cash Deposit (to the extent not already repaid); and

Fourteenth: towards transfer of the residual Available Distribution Amount to the Residual Unitholder(s) on a *pari passu* and pro rata basis as remuneration of the Residual Units,

provided that in order to simplify the credit and debit operations of the General Reserve Account, the Management Company shall determine what would be the net position of the General Reserve Account at close of the relevant Monthly Payment Date (assuming (i) a transfer in full of the credit balance of the General Reserve Account into the Operating Account and (ii) the application of the above Priority of

Payments on such Monthly Payment Date, disregarding any netting) and shall be entitled to only transfer from the General Reserve Account to the Operation Account, or from the Operation Account to the General Reserve Account, as applicable, such net amount as is necessary for the credit standing to the General Reserve Account after such transfer to be equal to that net position, provided further that notwithstanding the foregoing, in any event, any Financial Income standing to the credit of the General Reserve shall not be subject to such netting and always be transferred to the Operating Account on each Monthly Payment Date.

Accelerated Amortisation Period

On each Monthly Payment Date falling within the Accelerated Amortisation Period and on the Issuer Liquidation Date, the Management Company shall apply the credit balance of the Operating Account (after the transfer in full of the credit balances of the General Reserve Account into the Operating Account) towards the following payments or provisions in the following order of priority but in each case only to the extent that all payments or provisions of a higher priority due to be paid or provided for on such Monthly Payment Date have been made in full:

First:	towards payment (or provision for the payment) of the Issuer Fees due (or scheduled to be paid on such Monthly Payment Date) to each relevant creditor;
Second:	towards payment of the Interest Rate Swap Net Cashflow, Swap Termination Amount and Replacement Swap Premium, as the case may be, payable by the Issuer (other than any Defaulted Swap Counterparty Termination Amount, if any, payable by the Issuer) to the extent such Swap Termination Amount and such Replacement Swap Premium have not already been paid in accordance with the Swap Collateral Account Priorities of Payments
Third:	towards payment of the Class A Notes Interest Amount to the Class A Noteholders;
Fourth:	towards amortisation of the Class A Notes in an amount equal to the Class A Notes Outstanding Amount (and therefore, until the Class A Notes are repaid in full);
Fifth:	towards payment of the Class B Notes Interest Amount to the Class B Noteholders;
Sixth:	towards amortisation of the Class B Notes in an amount equal to the Class B Notes Outstanding Amount (and therefore, until the Class B Notes are repaid in full);
Seventh:	towards payment of the Class C Notes Interest Amount to the Class C Noteholders;
Eighth:	towards amortisation of the Class C Notes in an amount equal to the Class C Notes Outstanding Amount (and therefore, until the Class C Notes are repaid in full);
Ninth:	towards payment to the Seller of the Aggregate Discounted Balance Increase Amount relating to the current Reference Period (provided that such Aggregate Discounted Balance Increase Amount may be subject to set-off with the Aggregate Discounted Balance Reduction Amount, resulting either in the payment by the Issuer to the Seller of an Aggregate Discounted Balance Net Increase Amount or the payment by the Seller to the Issuer of an Aggregate Discounted Balance Net Reduction Amount (as part of the Deemed Collections) on that Monthly Payment Date);

Tenth: towards payment of the Defaulted Swap Counterparty Termination Amount, if any, payable by the Issuer and to the extent that such Defaulted Swap Counterparty Termination Amount has not already been paid in accordance with the Swap Collateral Account Priorities of Payments;

Eleventh: towards payment to the Seller of an amount equal to the positive difference, if any, between (i) the General Reserve Required Amount at the Closing Date and (ii) the sums of all amounts repaid to the Seller pursuant to item 12 of the Priority of Payments applicable during the Amortisation Period and/or, as applicable, this item 11 during the Accelerated Amortisation Period on any previous Monthly Payment Date, as repayment of the General Reserve Cash Deposit (to the extent not already repaid); and

Twelfth: towards transfer of the credit balance of the Operating Account to the Residual Unitholder(s) on a pro rata and *pari passu* basis as repayment of the principal of the Residual Units and liquidation surplus (*boni de liquidation*).

Swap Collateral Account Priorities of Payments

The Swap Collateral Account Priority of Payments which are referred to in item 2 and item 9 of the Priority of Payments for the Revolving Period, item 2 and item 11 of the Priority of Payments for the Amortisation Period and item 2 and item 10 of the Accelerated Amortisation Period are set out in the Section entitled "*Description of the Issuer Accounts - Swap Collateral Account - Swap Collateral Account Priority of Payments*" on page 208.

General principles applicable to the Priorities of Payments

Unless expressly provided to the contrary, in the event that the credit balance of the Operating Account is not sufficient to pay any amount due under a particular item of any of the Priority of Payments (other than the Swap Collateral Account Priority of Payments):

(a) the relevant creditors (if more than one) entitled to receive a payment under such paragraph shall be paid in no order *inter se* but *pari passu* in proportion to their respective claims against the Issuer (except in respect of the Issuer Fees, which shall be paid in accordance with the provisions of the Issuer Regulations);

(b) any unpaid amount(s) shall be deferred and shall be payable on the immediately following Monthly Payment Date, at the same rank, but in priority to the amounts due on that following Monthly Payment Date under the item of the same nature of the Priority of Payments (without prejudice to the occurrence of an Accelerated Amortisation Event); and

(c) such deferred unpaid amounts shall not bear interest.

GENERAL PROVISIONS APPLICABLE TO THE NOTES

DESCRIPTION OF THE NOTES AND THE RESIDUAL UNITS

Legal status

The Notes and the Residual Units are governed by French law and defined as being:

(a) financial instruments (*instruments financiers*);

(b) financial securities (*titres financiers*) within the meaning of Articles L. 211-1 and L. 211-2 of the French Monetary and Financial Code;

(c) debt securities (*titres de créances*) within the meaning of Article L. 213-0-1 of the French Monetary and Financial Code; and

(d) the Notes are French law obligations (*obligations*) within the meaning of Articles L. 213-5 and R. 214-234-1 of the French Monetary and Financial Code.

The Class A Notes will be issued by the Issuer in bearer dematerialised form (*en forme dématérialisée au porteur*) in compliance with Article L. 211-3 of the French Monetary and Financial Code. The Class B Notes, the Class C Notes and the Residual Units will be issued in dematerialised registered form (*en forme dématérialisée au nominatif*) in compliance with Articles L. 211-3 *et seq*. of the French Monetary and Financial Code. No physical documents of title are issued in respect of the Class A Notes, the Class B Notes and the Class C Notes.

Description of the Notes and Residual Units issued by the Issuer on the Closing Date

Notes

Pursuant to the Issuer Regulations, it is intended that, on the Closing Date, the Issuer will issue:

(a) €500,000,000 Class A Notes which will be listed on the official list of the Luxembourg Stock Exchange and will be admitted to trading on the Regulated Market;

and

(b) €93,800,000 Class B Notes and €95,900,000 Class C Notes which are not listed and will be subscribed by the Seller.

Residual Units

Pursuant to the Issuer Regulations, on the Closing Date, the Issuer will issue two (2) Residual Units of €150.00 each, which will be subscribed by the Seller.

Use of Proceeds

The net amount of the proceeds of the issue of the Class A Notes will amount to €500,000,000, the net amount of the proceeds of the issue of the Class B Notes will amount to €93,8000,000, the net amount of the proceeds of the issue of the Class C Notes will amount to €95,900,000 and the net amount of the proceeds of the issue of the Residual Units will amount to €300.

The Notes Issue Price shall be applied by the Management Company, acting for and on behalf of the Issuer, to pay to the Seller the Receivables Transfer Price for the initial portfolio of Eligible Receivables to be purchased by the Issuer on the Closing Date in accordance with, and subject to, the terms of the Master Receivables Transfer Agreement.

The purchase price for the initial Eligible Receivables to be transferred by the Seller to the Issuer will be equal to €689,699,820 and will be paid by the Issuer to the Seller on the Closing Date.

Placement, listing, admission to trading and settlement

Placement

The Class A Notes will be offered for subscription in accordance with the Class A Notes Subscription Agreement.

The Class B Notes will be subscribed in full by the Class B Notes Subscriber on the Closing Date.

The Class C Notes will not be offered for subscription other than to the Seller and will be subscribed in full by the Seller.

The Residual Units will be subscribed by the Seller.

Listing Admission to Trading, admission to CSDs, and settlement

Upon their issuance, the Class A Notes will be admitted to the CSDs, will be listed on the official list of the Luxembourg Stock Exchange and will be admitted to trading on the Regulated Market.

None of the Class B Notes, the Class C Notes and the Residual Units will be:

(a) listed on any French or foreign stock exchange or traded on any French or foreign securities market (whether regulated within the meaning of Articles L. 421-1 *et seq*. of the French Monetary and Financial Code or over the counter); and

(b) accepted for settlement through the CSDs or any other French or foreign central securities depositary.

Selling Restrictions

No offering material or document (including this Prospectus) has been (or will be) registered with the French *Autorité des Marchés Financiers* and the Rated Notes may not be offered or sold to the public in France nor may the Issuer Regulations, any offering material or other document relating to the Rated Notes be distributed or caused to be distributed, directly or indirectly, to the public in France. Such offers, sales and distributions may only be made in France to (i) providers of investment services relating to portfolio management for the account of third parties, and/or (ii) qualified investors (*investisseurs qualifiés*), other than individuals, all as defined in the Prospectus Regulation (see the Sub-sections entitled "*Subscription and Sale – – Selling and Transfer Restrictions – European Economic Area"* and "*Subscription and Sale – Selling and Transfer Restrictions – **France**"* on page 238 and 239).

Ratings

Class A Notes

It is a condition to the issue of the Class A Notes that the Class A Notes will, when issued, be assigned a "AAA (sf)" rating by DBRS and a "Aaa (sf)" rating by Moody's.

Class B Notes

It is a condition to the issue of the Class B Notes that the Class B Notes will, when issued, be assigned a rating of at least "BBB (sf)" by DBRS and "A1 (sf)" by Moody's.

Class C Notes

The Class C Notes will not be rated.

Residual Units

The Residual Units will not be rated.

RIGHTS AND OBLIGATIONS OF THE NOTEHOLDERS

Issuer Regulations

Upon subscription or purchase of any Rated Note, a Noteholder shall automatically and without any formalities (*de plein droit*) be bound by the provisions of the Issuer Regulations, as they may be amended from time to time in accordance with their provisions as described in the Section entitled "*Modifications to the Transaction Documents*" on page 225.

Information

The Noteholders shall have the right to receive the information as described in the Section entitled "*Information Relating to the Issuer*" on page 234 and "*General Accounting Principles*" on page 228. They may not participate in the management of the Issuer and, accordingly, shall incur no liability therefore. All prospective investors of Class A Notes should consult their own professional advisers concerning any possible legal, tax, accounting, capital adequacy or financial consequences of buying, holding or selling any Class A Note under French law and the applicable laws of their country of citizenship, residence or domicile.

Management Company to act in the best interest of the Noteholders

The Management Company shall always act in the best interest of the Noteholders, it being understood that if the Noteholders give a unanimous written notice to the Management Company (whether at their own initiative or at the initiative of the Management Company), whereby the Noteholders inform the Management Company that making a decision (or refraining from making the same) or performing an action or a specific procedure (or refraining from performing the same) would be in their best interests, then the Management Company shall be entitled, *vis-à-vis* the Noteholders, to act in accordance with their interests as expressed by them under such notice. In case of a conflict of interest between the Class A Noteholders, the Class B Noteholders and the Class C Noteholders, the interest of the Class A Noteholders shall prevail. In case there are no longer any Class A Notes outstanding, then the interest of the Class B Noteholders shall prevail.

The parties hereto acknowledge and agree that in the event that the Management Company seeks from the Noteholders their views in relation to a specific situation and that the Noteholders do not express such views, the Management Company shall nevertheless act in their best interests, as provided for by the French

Monetary and Financial Code and the other applicable laws and regulations, and shall not construe the lack of action from the Noteholders as an expression of their interests, whether positive, negative or other.

Non Petition – Limited Recourse – Decisions Binding

Without limiting the scope of the obligations and the possibility of recourse of the Issuer, by subscribing any Note, the Noteholders acknowledge that they shall have no direct right of action or recourse, under any circumstances whatsoever, against the Lessees or any other debtors of the Transferred Receivables. Moreover, pursuant to Condition 7 (Non Petition – Limited Recourse), each Noteholder will expressly and irrevocably:

(a) acknowledge that, in accordance with article L.214-169 of the French Monetary and Financial Code, it shall be bound by each of the Funds Allocation Rules (including, without limitation, the Priority of Payments), notwithstanding the opening against it of an insolvency proceeding pursuant to the provisions of Book VI of the French Commercial Code or any equivalent procedure governed by any foreign law (*procédure équivalente sur le fondement d'un droit étranger*) and such Funds Allocation Rules (including, without limitation, the Priority of Payments) shall apply even if the Issuer is liquidated;

(b) acknowledge that, in accordance with article L. 214-175, III of the French Monetary and Financial Code, the Issuer is liable for its debts (*n'est tenu de ses dettes*) to the extent of its assets (*qu'à concurrence de son actif*) and in accordance with the rank of its creditors as provided by law (*selon le rang de ses créanciers défini par la loi*) or, pursuant to article L. 214-169 of the French Monetary and Financial Code, in accordance with the provisions of the Issuer Regulations;

(c) agree that, in accordance with Article L. 214-169 of the French Monetary and Financial Code, the Issuer's assets may only be subject to civil proceedings (*mesures civiles d'exécution*) in accordance with the Funds Allocation Rules (including, without limitation, the applicable Priority of Payments);

(d) to the extent that it may have any claim (including any contractual claim or action (*action en responsabilité contractuelle*)) against the Issuer, the payment of which is not expressly contemplated under any applicable Funds Allocation Rules (including, without limitation, the Priority of Payments), undertake to waive to demand payment of any such claim as long as all Notes and Residual Units have not been repaid in full;

(e) agree that, in accordance with Article L. 214-175, III. of the French Monetary and Financial Code, the provisions of Book VI of the French Commercial Code are not applicable to the Issuer; and

(f) acknowledges that, in accordance with article L.214-169 II of the French Monetary and Financial Code, it shall be bound by the rules governing the decisions made by the Management Company in accordance with the provisions of the Issuer Regulations and the decisions made by the Management Company on the basis of such rules.

After the Legal Maturity Date, any principal and/or interest amount remaining unpaid in respect of the Notes shall be automatically and without any formalities (*de plein droit*) cancelled, and as a result, with effect from the relevant Legal Maturity Date, the Noteholders shall no longer have any right to assert a claim in respect of the Notes against the Issuer.

THE LEASE AGREEMENTS AND THE RECEIVABLES

The Transferred Receivables, the ownership of which is assigned to the Issuer on each Transfer Date, are based on a portfolio of French law-governed Lease Agreements originated by the Seller for the lease of Vehicles.

LEASE AGREEMENTS

The Lease Agreements (*contrats de location longue durée*) are entered into between lessees who are private legal entities or natural persons acting for business purposes entering into the lease contracts within the framework of their business activity and the Seller in respect of one or several cars of any brand.

ELIGIBILITY CRITERIA

The Seller represents and warrants on each Transfer Date to the Issuer and the Management Company under the Master Receivables Transfer Agreement that each Series of Receivables to be transferred to the Issuer on such Transfer Date, together with the related Lessees, Vehicles and the underlying Lease Agreements, shall, on the Cut-Off Date immediately preceding the relevant Transfer Date satisfy the Eligibility Criteria, set out below:

(a) in respect of the Vehicle to which such Series of Receivables relates:

  (i) such Vehicle is existing;

  (ii) such Vehicle is or was a New Vehicle as at the date on which the corresponding Lease Agreement is or was originally entered into;

  (iii) the total purchase price of such Vehicle under the relevant Original Vehicle Purchase Contract (including any options) (A) does not exceed EUR 150,000 (excluding VAT) and (B) has been paid in full by the Seller to the relevant dealer;

  (iv) such Vehicle has been registered (*immatriculé*);

  (v) the Seller has acquired full title to such Vehicle and such Vehicle is not subject to any security interest or equivalent right in favour of third parties (other than the Vehicles Pledge Agreement);

  (vi) there is no default in the performance of any obligation under or pursuant to the Original Vehicle Purchase Contract relating to such Vehicle;

(b) in respect of the underlying Lease Agreement to which such Series of Receivables relates, such Lease Agreement:

  (i) was entered into between the relevant Lessee(s) and the Seller;

  (ii) was not entered into in the context of a public procurement contract (*marché public*);

  (iii) is governed by French law;

  (iv) was entered into in the ordinary course of the Seller's business and in accordance with the Underwriting and Management Procedures;

(v) is legal, valid and binding against the relevant Lessee(s) and is enforceable against the relevant Lessee(s) with full recourse (except that enforceability may be limited by bankruptcy or insolvency or other mandatory provisions of law limiting the enforceability of creditors' rights against debtors generally);

(vi) complies with all applicable laws and regulations and all required consents, approvals and authorisations have been obtained in respect thereof and the Seller is not in violation of any such laws and regulations;

(vii) gives rise to monthly or quarterly Instalments of at least EUR 10 payable to the Seller;

(viii) has not been terminated and is not subject to a material breach, default or violation of any obligation thereunder or to any action by the Seller for its termination;

(ix) has a scheduled contractual maturity not exceeding 72 months; and

(x) is not a Defaulted Lease Agreement;

(xi) is not a Lease Agreement under which lease payments are in arrear;

(c) in respect of the Lessee to which such Series of Receivables relates, such Lessee

(i) is not an affiliate of the Majority Shareholder;

(ii) is a private legal entity having its registered office in metropolitan France or a natural person acting for business purposes who is resident in metropolitan France;

(iii) to the best of the Seller's knowledge, (A) is not in breach of any of its obligations in respect of the Lease Agreement in any material respect and (B) has no legal grounds nor has threatened to invoke any right of rescission, counterclaim, contest, challenge or other defence in respect of such Series of Receivables, except for Permitted Set-Off Rights;

(iv) the Seller has not entered into an agreement with such Lessee in respect of the corresponding Lease Receivable according to which the payment of such Lease Receivable would be suspended or otherwise impaired (other than in accordance with the Underwriting and Management Procedures or as a result of a Permitted Set-Off Right);

(v) the Seller has not commenced enforcement proceedings against such Lessee in respect of the corresponding Lease Receivable;

(vi) to the best of the Seller's knowledge, on the basis of information obtained (x) from such Lessee(s), (y) in the course of the Seller's servicing of the Receivables or the Seller's risk management procedures or (z) from a third party, is(are) not (a) credit-impaired obligor(s) meaning a person who:

(A) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three (3) years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three (3) years prior to the contemplated Transfer Date of the respective Receivable by the Seller to the Issuer, except if:

(I) a restructured underlying exposure has not presented new arrears since the date of the restructuring, which must have taken place at least one (1) year prior to the date of transfer or assignment of the underlying exposures to the Issuer; and

(II) the information provided by the Seller in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) of the Securitisation Regulation explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring; or

(B) was, at the time of entry into force of the relevant Lease Agreement, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the Seller; or

(C) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable receivables held by the Seller and which are not assigned to the Issuer,

provided that, for the purpose of this paragraph (vi):

(I) **insolvent** will refer to any insolvency proceedings pursuant to the provisions of Articles L. 620-1 *et seq.* of the French Commercial Code;

(II) **debt dismissal or reschedule** will refer to (x) a review by a jurisdiction pursuant to Article 1343-5 of the French Civil Code (or, before 1 October 2016, Article 1244-1 of the French Civil Code) before a court or (y) an agreement between a debtor and his creditors to a debt dismissal or reschedule;

(III) the information available to the Seller may relate to a period shorter than three (3) years if the relevant Lessee has had a contractual relationship with the Seller for less than (3) years;

(IV) the registry referred to in paragraph (B) refers to CREDITSAFE;

(V) for the purpose of assessing whether the Lessee is not a credit-impaired obligor, the Seller only takes into account information obtained by the Seller from any of the following combinations of sources and circumstances: (x) debtors on origination of the exposures, (y) the Seller as originator in the course of its servicing of the exposures or in the course of its risk management procedures, (z) notifications by a third party; and

(VI) for a given Lessee and the related Receivables, such internal credit score is considered by the Seller as not "indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the Seller which are not securitised", where the credit quality of the Receivables, based on credit ratings or other credit quality thresholds, does not significantly differ from the credit quality of

comparable exposures that the Seller originates in the course of its standard retail leasing operations and credit risk strategy;

(d) in respect of each Receivable within the Series of Receivables, such Receivable:

(i) is not a Defaulted Receivable, a defaulted receivable within the meaning of Article 178(1) of the CRR or a Delinquent Receivable, nor a receivable that is doubtful (*douteuse*), is subject to litigation (*litigieuse*) or is frozen (*immobilisée*);

(ii) is denominated and payable in euro;

(iii) is solely owned by the Seller, is freely assignable (or, if it is subject to contractual provisions that prohibit its assignment, such provisions are deemed invalid under French law or have been waived by the Lessee), can be disposed of by the Seller free from set-off rights, except for the Permitted Set-Off Rights;

(iv) to the best of the Seller's knowledge, is not subject either totally or partially, to any assignment, delegation, pledge, attachment claim, or encumbrance of whatever type and is not 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;

(v) can be segregated and identified at any time for purposes of ownership in the files of the Seller and such files and the relating software is able to provide the information to be included in the Servicing Agreement and/or Master Receivables Transfer Agreement with respect to such Lease Receivable;

(vi) has given rise to at least one quarterly Instalment or two monthly Instalments, as applicable, which has been paid in full to the Seller by the relevant Lessee(s);

(vii) does not comprise any Receivable that qualifies as a derivatives as defined in point (29) of article 2(1) Regulation (EU) No 600/2014, or transferable securities as defined in point (44) of article 4(1) of MiFID II other than corporate bonds, that are not listed on a trading venue and do not include any securitisation position within the meaning of the Securitisation Regulation; and

(viii) the Estimated RV represents less than 65% of the total purchase price of such Vehicle under the relevant Original Vehicle Purchase Contract.

ADDITIONAL REPRESENTATIONS AND WARRANTIES

The Seller shall give representations and warranties in relation to the Receivables to be transferred by it to the Issuer, the underlying Lease Agreements and the related Lessees and Vehicles and represents and warrants that on the relevant Transfer Date, among other matters:

(a) prior to their transfer to the Issuer, the Seller has full title over such Receivables and the Ancillary Rights attached thereto, which are not subject either totally or partially, to any assignment, delegation, pledge, attachment claim, or encumbrance of whatever type and is not 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;

(b) the Seller has full title to the related Vehicles and each such Vehicle is not subject to any pledge (other than the Vehicles Pledge under the Vehicles Pledge Agreement), attachment, claim, or encumbrance of whatever type (including any retention of title);

(c) such Receivables and the Ancillary Rights attached thereto can be validly transferred by the Seller to the Issuer in accordance with the Master Receivables Transfer Agreement and the Lease Agreement does not require the relevant Lessee's, or any other person's consent to be obtained, which has not been obtained or the relevant Lessee, or any other persons, to be notified, in respect of such assignment unless such notification has been made;

(d) such Receivables do not comprise any Receivable that qualifies as a derivatives as defined in point (29) of article 2(1) Regulation (EU) No 600/2014, or transferable securities as defined in point (44) of article 4(1) of MiFID II other than corporate bonds, that are not listed on a trading venue and do not include any securitisation position within the meaning of the Securitisation Regulation;

(e) the Lease Agreements are serviced pursuant to the Servicing Procedures;

(f) the Lease Agreements and the Contractual Documents relating to such Receivables (and to any related Collateral Security) are governed by French law and are legal, valid and binding against the relevant Lessee(s) and are enforceable against the relevant Lessee(s) with full recourse (except that enforceability may be limited by bankruptcy or insolvency or other mandatory provisions of law limiting the enforceability of creditors' rights against debtors generally);

(g) each Lease Receivable in the related Series of Receivables is existing as of the corresponding Transfer Date, it is separately individualised and identified (*identifiée et individualisée*) in the systems of the Seller on or before the relevant Transfer Date, and the Seller has all means as may be necessary for the purpose of identifying and individualising (*moyens d'identification et d'individualisation*), as soon as it comes to existence, a Receivable as of the corresponding Transfer Date, such that the Management Company may at any time separately identify and individualise any and all Transferred Receivables;

(h) the Seller has performed all of its obligations under or in connection with such Lease Agreements;

(i) no Receivable has been the subject of a writ being served (*assignation*) by the relevant Lessee(s) or by any other third party on any ground whatsoever;

(j) no Receivable is subject, *inter alia*, in whole or in part, to any prohibition on payment, protest, lien, cancellation right, suspension, set-off (except for the Permitted Set-Off Rights), counterclaim, judgment, claim, refund or any other similar events which are likely to reduce the amount due in respect thereof;

(k) the payments due from the relevant Lessee(s) or any other third party in connection with such Receivables are not subject to any withholding tax;

(l) the Issuer Portfolio Receivables shall satisfy the Global Portfolio Criteria as at the Cut-Off Date immediately preceding such Transfer Date; and

(m) the aggregate Discounted Balance of the Series of Receivables arising from all Designated Lease Agreement expressly providing for an early and unilateral termination right of the relevant Lessee (including, as the case may be, the Series of Receivables to be transferred to the Issuer on such

Transfer Date) does not exceed 5% of the aggregate Discounted Balance of the Issuer Portfolio Receivables.

Global Portfolio Criteria

The following criteria shall constitute the **Global Portfolio Criteria**:

(a) the aggregate Discounted Balance of the Series of Receivables within the Issuer Portfolio Receivables which have been originated from Lease Agreement(s) entered into with the top 1 Lessee or Lessee Group (in terms of sums due in relation to such Lease Agreement(s)) does not exceed 1.5% of the aggregate Discounted Balance of the Issuer Portfolio Receivables as the Cut-Off Date immediately preceding the relevant Transfer Date;

(b) each of the top 2 to 4 Lessees or Lessee Groups measured in relation to the respective contribution to the aggregate Discounted Balance of the Issuer Portfolio Receivables as the Cut-Off Date immediately preceding the relevant Transfer Date does not account for more than 1.25% of the aggregate Discounted Balance of the Issuer Portfolio Receivables as the Cut-Off Date immediately preceding the relevant Transfer Date;

(c) each of the top 5 to 10 Lessees or Lessee Groups measured in relation to the respective contribution to the aggregate Discounted Balance of the Issuer Portfolio Receivables as the Cut-Off Date immediately preceding the relevant Transfer Date does not account for more than 1.00% of the aggregate Discounted Balance of the Issuer Portfolio Receivables as the Cut-Off Date immediately preceding the relevant Transfer Date;

(d) each of the top 11 to 20 Lessees or Lessee Groups measured in relation to the respective contribution to the aggregate Discounted Balance of the Issuer Portfolio Receivables as the Cut-Off Date immediately preceding the relevant Transfer Date does not account for more than 0.75% of the aggregate Discounted Balance of the Issuer Portfolio Receivables as the Cut-Off Date immediately preceding the relevant Transfer Date;

(e) each Lessee, other than the top 20 Lessees or Lessee Groups measured in relation to the respective contribution to the aggregate Discounted Balance of the Issuer Portfolio Receivables as the Cut-Off Date immediately preceding the relevant Transfer Date, does not account for more than 0.5% of the aggregate Discounted Balance of the Issuer Portfolio Receivables as the Cut-Off Date immediately preceding the relevant Transfer Date;

(f) the aggregate Discounted Balance resulting from Lease Agreements in respect of which the Lessee is classified by the Servicer in a specific industry according to NAF as the Cut-Off Date immediately preceding the relevant Transfer Date does not account for more than:

  (i) 20% of the aggregate Discounted Balance of the Issuer Portfolio Receivables for the top 1 industry as the Cut-Off Date immediately preceding the relevant Transfer Date; nor

  (ii) 10% of the aggregate Discounted Balance of the Issuer Portfolio Receivables for any other industries as the Cut-Off Date immediately preceding the relevant Transfer Date;

(g) the aggregate Discounted Balance of the Series of Receivables, within the Issuer Portfolio Receivables, which arose under a Lease Agreement which gives rise to quarterly equal Instalments

payable to the Seller, does not exceed 5% of the aggregate Discounted Balance of the Issuer Portfolio Receivables as the Cut-Off Date immediately preceding the relevant Transfer Date;

(h) the weighted average remaining term of the Series of Receivables (weighted by their respective Discounted Balance), within the Issuer Portfolio Receivables, is not larger than thirty-six (36) months as determined on any Calculation Date as the Cut-Off Date immediately preceding the relevant Transfer Date; and

(i) the aggregate of the Discounted Residual Value Balance of the Series of Receivables, within the Issuer Portfolio Receivables, does not exceed 60% of the aggregate Discounted Balance of the Issuer Portfolio Receivables as the Cut-Off Date immediately preceding the relevant Transfer Date.

NON-COMPLIANCE OF THE TRANSFERRED RECEIVABLES

Undertakings of the Seller

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

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

(a) that party shall inform the other parties to the Master Receivables Transfer Agreement without delay by written notice; and

(b) the Seller shall remedy the breach by the first Monthly Payment Date immediately following the earliest of the fifth (5^{th}) Business Day from the day on which the Seller became aware of such breach, or the fifth (5^{th}) Business Day following receipt of the said written notification.

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

Limits of the Representations and Warranties

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

Additionally, the Seller does not guarantee the creditworthiness of the Lessees or the effectiveness and/or the economic value of the Ancillary Rights. Moreover, the above representations, warranties and undertakings do not provide any Noteholder with an enforcement right *vis-à-vis* the Seller, the Management Company being the only entity authorised to represent the interests of the Issuer *vis-à-vis* any third party and under any legal proceedings in accordance with Article L. 214-183 of the French Monetary and Financial Code.

Confirmations of the Seller and Servicer

In the Master Receivables Transfer Agreement, the Seller has further confirmed the following:

(a) as required by Articles 9(1) and 20(10) of the Securitisation Regulation, the Seller has applied to the Lease Agreements related to the Receivables to be transferred to the Issuer the same sound and well-defined criteria for originating Lease which it applies to non-securitised Lease Agreements and to that end the Seller has applied the same clearly established processes for approving and, where relevant, amending and renewing such Lease Agreements; and the Seller has effective systems in place to apply those criteria and processes in order to ensure that the entry into of any Lease Agreement with any Lessee is based on a thorough assessment of such Lessee's creditworthiness taking appropriate account of factors relevant to verifying the prospect of such Lessee meeting his/her obligations under each such Lease Agreement;

(b) the business of the Seller has included the origination of exposures of a similar nature to the Transferred Receivables for at least five (5) years prior to the Closing Date;

(c) the Underwriting and Management Procedures pursuant to which such Lease Agreements have been originated are summarised under the Section entitled "*Underwriting, Management and Servicing Procedures"* on page 169 and any material changes thereto have been and will be fully disclosed to potential investors without undue delay;

(d) for the purpose of compliance with the requirements of Article 22(2) of the Securitisation Regulation, a sample of Lease Agreements has been externally verified by an appropriate and independent party prior to the date of this Prospectus; the size of the sample has been determined on the basis of a confidence level of 95%; the independent third party has also performed agreed upon procedures in order to verify that the statistical information relating to the portfolio of underlying exposures and the historical performance data received from the Seller are accurately disclosed in the Sub-sections entitled "Statistical Information", "Historical Performance Data " and "Expected Weighted Average Life of the Class A Notes" on page 177; the pool (as presented in the Section entitled "Statistical Information") has also been subject to agreed-upon procedures to assess the compliance with certain eligibility criteria; no significant adverse findings have been found.

In the Servicing Agreement, the Servicer has confirmed that it has serviced exposures of a similar nature to the Transferred Receivables for at least five (5) years prior to the Closing Date.

STATISTICAL INFORMATION

General

The following section sets out the aggregated information relating to the portfolio of Series of Receivables complying with the Eligibility Criteria selected by the Seller as of 30 April 2023.

The information contained in this section should not be construed as either projections or predictions or as legal, regulatory, tax, financial or accounting advice. The average life of or the potential yields on any security cannot be predicted, because the actual rate of early payment on the underlying assets, as well as a number of other relevant factors, cannot be determined.

Moreover, past financial performance should not be considered a reliable indicator of future performance and prospective purchasers of any Class A Note cautioned that any such statements are not guarantees of performance and involve risks and uncertainties, many of which are beyond the control of the Management Company. None of the Arranger, the Sole Bookrunner or the Joint Lead Managers has attempted or will attempt to verify any such statements, and do not make any representation, express or implied, with respect thereto.

Information relating to the Receivables

The statistical information set out in the following tables shows the characteristics of the portfolio of Lease Agreements selected by the Seller on 30 April 2023 (columns of percentages may not add up to 100% due to rounding). The Series of Receivables arising from the Lease Agreements of such portfolio complied on such date with the Eligibility Criteria set out in the section "*The Lease Agreements and the Receivables*" on page 121.

The composition of the portfolio of Transferred Receivables will be modified on and after the Closing Date as a result of the selection of the final portfolio and the purchase of Additional Eligible Receivables during the Revolving Period, the amortisation of the Transferred Receivables, any early terminations, any defaults and losses related to the Transferred Receivables, any retransfer of Transferred Receivables or renegotiations entered into by the Servicer in accordance with the Servicing Procedures.

In addition, as some of the Transferred Receivables might also be subject to the rescission procedure and indemnification procedure, as provided for in the Master Receivables Transfer Agreement in case of non-conformity of such Transferred Receivables (if such non-conformity is not, or not capable of being, remedied), the composition of the pool of Transferred Receivables will change over time, although the Seller will represent and warrant that any Receivables transferred to the Issuer comply with the Eligibility Criteria and it is a condition precedent to each purchase of Additional Eligible Receivables that, taking into account these Additional Eligible Receivables and excluding any Receivables to be retransferred to the Seller on the following Monthly Payment Date, the Global Portfolio Criteria be complied with on the Cut-Off Date immediately preceding the relevant Transfer Date.

Portfolio overview

PORTFOLIO OVERVIEW	
Cut-off Date	31-May-23
Total Discounted Balance (EUR)	689,699,820
Total Discounted Balance – instalments (EUR)	295,780,378
Total Discounted Balance - Residual Value (EUR)	393,919,442
Total Discounted Balance - Residual Value (%)	57.11%
Number of Lease Contracts	29,303
Number of Lessees	10,817
Number of Lessee Groups	9,605
Average Balance per Lease Contract (EUR)	23,537
Average Balance per Lessee (EUR)	63,761
Average Balance per Lessee Group (EUR)	71,806
Weighted Average Original Term (months)	42.6
Weighted Average Remaining Term (months)	28.6
Weighted Average Seasoning (months)	14.0
Discount Rate - Standardised for all contracts (%)	7.0

PORTFOLIO OVERVIEW	
Cut-off Date	31-May-23
Total Discounted Balance (EUR)	689,699,820
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Average Balance per Lease Contract (EUR)	23,537
Average Balance per Lessee (EUR)	63,761
Average Balance per Lessee Group (EUR)	71,806
Weighted Average Original Term (months)	42.6
Weighted Average Remaining Term (months)	28.6
Weighted Average Seasoning (months)	14.0
Discount Rate - Standardised for all contracts (%)	7.0

Distribution by Discounted Balance (EUR)

Discounted Balance (EUR)	Number of Leases	% of total number of Leases	Discounted Balance (EUR)	% of Discounted Balance	Discounted Balance - instalments (EUR)	Discounted Balance - Residual Value (EUR)
[0 ; 2,500[	39	0.13%	74,171	0.01%	30,235	43,935
[2,500 ; 5,000[	360	1.23%	1,462,429	0.21%	317,902	1,144,527
[5,000 ; 7,500[	1,068	3.64%	6,827,317	0.99%	1,768,727	5,058,589
[7,500 ; 10,000[	1,935	6.60%	17,039,706	2.47%	5,976,690	11,063,016
[10,000 ; 12,500[	2,503	8.54%	28,347,918	4.11%	11,992,626	16,355,292

[12,500 ; 15,000[	2,610	8.91%	35,871,029	5.20%	16,126,630	19,744,399
[15,000 ; 17,500[	2,805	9.57%	45,649,292	6.62%	21,263,436	24,385,856
[17,500 ; 20,000[	2,704	9.23%	50,556,854	7.33%	24,081,270	26,475,583
[20,000 ; 22,500[	2,436	8.31%	51,647,676	7.49%	24,830,022	26,817,655
[22,500 ; 25,000[	1,949	6.65%	46,234,207	6.70%	21,255,347	24,978,859
[25,000 ; 27,500[	1,813	6.19%	47,511,838	6.89%	21,099,114	26,412,724
[27,500 ; 30,000[	1,437	4.90%	41,265,297	5.98%	17,556,788	23,708,509
[30,000 ; 35,000[	2,282	7.79%	73,892,161	10.71%	30,648,534	43,243,627
[35,000 ; 40,000[	1,891	6.45%	70,741,359	10.26%	27,733,792	43,007,567
[40,000 ; 45,000[	1,341	4.58%	56,634,926	8.21%	22,429,622	34,205,303
[45,000 ; 50,000[	899	3.07%	42,519,041	6.16%	17,221,059	25,297,982
[50,000 ; 55,000[	538	1.84%	28,156,805	4.08%	11,437,492	16,719,313
[55,000 ; 60,000[	326	1.11%	18,658,449	2.71%	7,570,855	11,087,594
[60,000 ; 65,000[	142	0.48%	8,837,957	1.28%	3,668,539	5,169,418
[65,000 ; 70,000[	93	0.32%	6,251,130	0.91%	2,793,918	3,457,212
[70,000 ; 75,000[	42	0.14%	3,022,967	0.44%	1,390,958	1,632,009
[75,000 ; 80,000[	22	0.08%	1,700,372	0.25%	739,543	960,828
[80,000 ; 85,000[	12	0.04%	991,711	0.14%	512,852	478,859
>=85,000	56	0.19%	5,805,208	0.84%	3,334,424	2,470,784
Total	**29,303**	**100.0%**	**689,699,820**	**100.00%**	**295,780,378**	**393,919,442**
Max		125,279.82				
Min		500.40				
Average		23,536.83				

Distribution by payment frequency

Payment Frequency	Number of Leases	% of total number of Leases	Discounted Balance (EUR)	% of Discounted Balance	Discounted Balance - instalments (EUR)	Discounted Balance - Residual Value (EUR)
Monthly	29,087	99.26%	685,381,986	99.37%	294,016,276	391,365,710
Quarterly	216	0.74%	4,317,834	0.63%	1,764,102	2,553,732
Total	**29,303**	**100.00%**	**689,699,820**	**100.00%**	**295,780,378**	**393,919,442**

Distribution by monthly Lease Instalment (EUR)

Monthly Lease Instalment (EUR)	Number of Leases	% of total number of Leases	Discounted Balance (EUR)	% of Discounted Balance	Discounted Balance - instalments (EUR)	Discounted Balance - Residual Value (EUR)
[0 ; 100[	230	0.78%	1,613,429	0.23%	566,624	1,046,805
[100 ; 200[	3,946	13.47%	38,438,130	5.57%	15,218,788	23,219,342
[200 ; 300[	6,494	22.16%	95,864,243	13.90%	41,679,030	54,185,213
[300 ; 400[	5,897	20.12%	119,512,946	17.33%	54,580,210	64,932,735
[400 ; 500[	4,363	14.89%	111,168,696	16.12%	50,621,785	60,546,911
[500 ; 600[	2,834	9.67%	88,214,035	12.79%	39,488,833	48,725,202
[600 ; 700[	1,894	6.46%	68,570,496	9.94%	29,035,282	39,535,215
[700 ; 800[	1,294	4.42%	53,332,464	7.73%	21,254,073	32,078,391
[800 ; 900[	807	2.75%	36,357,831	5.27%	14,035,630	22,322,201
[900 ; 1,000[	513	1.75%	25,068,313	3.63%	9,001,197	16,067,117
[1,000 ; 1,100[	334	1.14%	17,136,162	2.48%	6,193,276	10,942,886
[1,100 ; 1,200[	195	0.67%	10,647,401	1.54%	3,972,552	6,674,849
[1,200 ; 1,300[	100	0.34%	5,641,215	0.82%	2,024,799	3,616,416
[1,300 ; 1,400[	68	0.23%	4,416,099	0.64%	1,773,658	2,642,442
[1,400 ; 1,500[	33	0.11%	2,211,353	0.32%	859,636	1,351,717
[1,500 ; 1,600[	20	0.07%	1,257,842	0.18%	578,051	679,791

[1,600 ; 1,700[	20	0.07%	1,621,956	0.24%	776,811	845,146
[1,700 ; 1,800[	10	0.03%	847,260	0.12%	470,158	377,101
[1,800 ; 1,900[	12	0.04%	1,132,813	0.16%	611,824	520,989
[1,900 ; 2,000[	7	0.02%	729,568	0.11%	414,650	314,918
>=2,000	16	0.05%	1,599,733	0.23%	859,410	740,324
Total	**29,087**	**99.26%**	**685,381,986**	**99.37%**	**294,016,276**	**391,365,710**

Max	2,986.11
Min	53.20
Average	418.57

Distribution by quaterly Lease Instalment (EUR)

Quarterly Lease Instalment (EUR)	Number of Leases	% of total number of Leases	Discounted Balance (EUR)	% of Discounted Balance	Discounted Balance - instalments (EUR)	Discounted Balance - Residual Value (EUR)
[0 ; 300[	-	0.00%	-	0.00%	-	0.00%
[300 ; 600[	31	0.11%	307,190	0.04%	238,856	3.87%
[600 ; 900[	43	0.15%	590,488	0.09%	397,552	10.94%
[900 ; 1,200[	67	0.23%	1,294,779	0.19%	751,057	30.82%
[1,200 ; 1,500[	44	0.15%	1,056,039	0.15%	576,444	27.19%
[1,500 ; 1,800[	20	0.07%	595,087	0.09%	312,665	16.01%
[1 800 ; 2,100[	5	0.02%	179,072	0.03%	76,919	5.79%
[2,100 ; 2,400[	3	0.01%	140,889	0.02%	85,923	3.12%
[2,400 ; 2,700[	2	0.01%	102,652	0.01%	83,713	1.07%
[2,700 ; 3,000[	1	0.00%	51,638	0.01%	30,604	1.19%
[3,000 ; 3,300[	-	0.00%	-	0.00%	-	0.00%
[3,300 ; 3,600[	-	0.00%	-	0.00%	-	0.00%
>=3,600	-	0.00%	-	0.00%	-	0.00%
Total	**216**	**0.74%**	**4,317,834**	**0.63%**	**2,553,732**	**100.0%**
Max		2,997.08				
Min		342.41				
Average		1,082.13				

Distribution by origination year

Origination Year	Number of Leases	% of total number of Leases	Discounted Balance (EUR)	% of Discounted Balance	Discounted Balance - instalments (EUR)	Discounted Balance - Residual Value (EUR)
2017	216	0.74%	1,364,282	0.20%	184,121	1,180,161
2018	1,002	3.42%	9,277,221	1.35%	1,385,627	7,891,594
2019	1,655	5.65%	23,141,235	3.36%	3,713,024	19,428,211
2020	2,716	9.27%	64,977,847	9.42%	14,560,425	50,417,422
2021	5,060	17.27%	133,105,684	19.30%	46,247,807	86,857,877
2022	15,659	53.44%	371,212,889	53.82%	182,379,589	188,833,300
2023	2,994	10.22%	86,615,272	12.56%	47,309,120	39,306,153
Total	**29,302**	**100.00%**	**689,694,430**	**100.00%**	**295,779,713**	**393,914,717**

Distribution by original term (months)

Original Term (months)	Number of Leases	% of total number of Leases	Discounted Balance (EUR)	% of Discounted Balance	Discounted Balance - instalments (EUR)	Discounted Balance - Residual Value (EUR)
[0 ; 12[	-	0.00%	-	0.00%	-	-
[12 ; 24[	32	0.11%	619,802	0.09%	231,662	388,141
[24 ; 36[	1,499	5.12%	31,234,141	4.53%	12,535,105	18,699,036
[36 ; 48[	14,074	48.03%	344,810,335	49.99%	139,388,197	205,422,138
[48 ; 60[	10,749	36.68%	266,991,088	38.71%	120,621,258	146,369,830
[60 ; 72[	2,423	8.27%	40,844,155	5.92%	20,320,482	20,523,673
72	526	1.80%	5,200,299	0.75%	2,683,674	2,516,625
Total	**29,303**	**100.00%**	**689,699,820**	**100.00%**	**295,780,378**	**393,919,442**
Max		72.00				
Min		15.00				
Average		43.51				
Weighted average		42.63				

Distribution by seasoning (months)

Seasoning (months)	Number of Leases	% of total number of Leases	Discounted Balance (EUR)	% of Discounted Balance	Discounted Balance - instalments (EUR)	Discounted Balance - Residual Value (EUR)
[0 ; 12[	16,255	55.47%	390,310,278	56.59%	201,270,892	189,039,385
[12 ; 24[	6,078	20.74%	162,681,925	23.59%	64,111,153	98,570,772
[24 ; 36[	3,862	13.18%	96,888,553	14.05%	23,961,837	72,926,715
[36 ; 48[	1,556	5.31%	24,614,153	3.57%	4,119,442	20,494,710
[48 ; 60[	1,200	4.10%	12,856,635	1.86%	1,957,972	10,898,663
>= 60	352	1.20%	2,348,277	0.34%	359,080	1,989,196
Total	**29,303**	**100.0%**	**689,699,820**	**100.00%**	**295,780,378**	**393,919,442**
Max		71.00				
Min		2.00				
Average		15.83				
Weighted average		14.03				

Distribution by remaining term (months)

Remaining Term (months)	Number of Leases	% of total number of Leases	Discounted Balance (EUR)	% of Discounted Balance	Discounted Balance - instalments (EUR)	Discounted Balance - Residual Value (EUR)
[0 ; 12[	4,221	14.40%	74,203,115	10.76%	10,203,646	63,999,469
[12 ; 24[	5,399	18.42%	139,208,930	20.18%	45,379,281	93,829,649
[24 ; 36[	12,119	41.36%	293,302,045	42.53%	136,716,097	156,585,949
[36 ; 48[	6,535	22.30%	159,822,076	23.17%	88,158,145	71,663,931
[48 ; 60[	985	3.36%	22,312,511	3.24%	14,653,828	7,658,683
>=60	44	0.15%	851,143	0.12%	669,382	181,761
Total	**29,303**	**100.00%**	**689,699,820**	**100.00%**	**295,780,378**	**393,919,442**
Max		70.00				
Min		1.00				
Average		27.68				
Weighted average		28.60				

Distribution by Vehicle category

Vehicle category	Number of Leases	% of total number of Leases	Discounted Balance (EUR)	% of Discounted Balance	Discounted Balance - instalments (EUR)	Discounted Balance - Residual Value (EUR)
Passenger Car	24,065	82.12%	621,363,125	90.09%	260,187,521	361,175,604
Light commercial vehicle	5,238	17.88%	68,336,695	9.91%	35,592,857	32,743,838
Total	**29,303**	**100.0%**	**689,699,820**	**100.00%**	**295,780,378**	**393,919,442**

Distribution by Vehicle brand

Vehicle Brand	Number of Leases	% of total number of Leases	Discounted Balance (EUR)	% of Discounted Balance	Discounted Balance - instalments (EUR)	Discounted Balance - Residual Value (EUR)
VOLVO	4,183	14.27%	154,535,738	22.41%	54,205,972	100,329,767
PEUGEOT	5,717	19.51%	94,963,978	13.77%	43,783,289	51,180,689
BMW	1,425	4.86%	48,079,316	6.97%	19,995,686	28,083,630
TESLA	1,172	4.00%	46,688,369	6.77%	23,435,547	23,252,822
RENAULT	2,964	10.12%	45,406,886	6.58%	23,585,229	21,821,658
LAND ROVER	845	2.88%	41,945,951	6.08%	13,902,463	28,043,489
CITROEN	3,339	11.39%	41,291,240	5.99%	19,621,436	21,669,804
MERCEDES	1,059	3.61%	32,308,191	4.68%	13,442,457	18,865,734
KIA	1,332	4.55%	29,995,018	4.35%	12,676,010	17,319,008
VOLKSWAGEN	1,466	5.00%	29,520,806	4.28%	14,164,439	15,356,367
AUDI	857	2.92%	26,219,502	3.80%	11,423,609	14,795,892
TOYOTA	1,380	4.71%	22,243,656	3.23%	10,105,173	12,138,483
FORD	1,016	3.47%	17,450,421	2.53%	7,910,777	9,539,643
DS	424	1.45%	12,424,187	1.80%	5,365,921	7,058,266
SKODA	491	1.68%	9,136,563	1.32%	4,710,897	4,425,666
HYUNDAI	300	1.02%	6,541,951	0.95%	3,073,114	3,468,838
JAGUAR	110	0.38%	4,881,832	0.71%	1,963,193	2,918,638
OPEL	329	1.12%	4,730,530	0.69%	2,127,815	2,602,716
PORSCHE	58	0.20%	4,069,420	0.59%	1,869,673	2,199,747
MINI	115	0.39%	2,732,272	0.40%	1,044,128	1,688,144
LEXUS	81	0.28%	2,608,009	0.38%	1,082,901	1,525,108
SEAT	129	0.44%	2,030,190	0.29%	1,070,272	959,918
NISSAN	117	0.40%	1,936,858	0.28%	855,594	1,081,264
SUZUKI	77	0.26%	1,169,707	0.17%	518,557	651,150
DACIA	74	0.25%	957,039	0.14%	692,259	264,780
MAZDA	40	0.14%	884,074	0.13%	455,818	428,256
HONDA	33	0.11%	719,546	0.10%	350,423	369,123
IVECO	20	0.07%	555,996	0.08%	400,326	155,669
LYNK & CO	21	0.07%	527,158	0.08%	227,389	299,769
RENAULT TRUCKS	17	0.06%	512,523	0.07%	387,626	124,896
JEEP	18	0.06%	502,576	0.07%	256,831	245,745
MITSUBISHI	23	0.08%	498,585	0.07%	178,560	320,025
FIAT	19	0.06%	449,894	0.07%	306,135	143,758
CUPRA	18	0.06%	400,686	0.06%	204,209	196,477
ALFA ROMEO	12	0.04%	314,005	0.05%	140,855	173,150
MG	7	0.02%	156,549	0.02%	69,501	87,048
MAN	4	0.01%	95,358	0.01%	62,902	32,456
SMART	8	0.03%	83,514	0.01%	33,364	50,150
MASERATI	1	0.00%	70,688	0.01%	39,521	31,168
AIWAYS	2	0.01%	61,038	0.01%	40,506	20,532
Total	**29,303**	**100.00%**	**689,699,820**	**100.00%**	**295,780,378**	**393,919,442**

Distribution by maintenance calculation type

Maintenance calculation type	Number of Leases	% of total number of Leases	Discounted Balance (EUR)	% of Discounted Balance	Discounted Balance - instalments (EUR)	Discounted Balance - Residual Value (EUR)
Closed Calculation	28,689	97.90%	676,660,308	98.11%	290,353,621	386,306,687
NONE	488	1.67%	10,753,588	1.56%	4,288,237	6,465,351
Open Calculation	126	0.43%	2,285,924	0.33%	1,138,520	1,147,405
Total	**29,303**	**100.00%**	**689,699,820**	**100.00%**	**295,780,378**	**393,919,442**

Closed calculation : fixed monthly service instalment borne by the lessee
Open calculation : monthly settlement of actual service costs with the lessee

Distribution by payment type

Payment Type	Number of Leases	% of total number of Leases	Discounted Balance (EUR)	% of Discounted Balance	Discounted Balance - instalments (EUR)	Discounted Balance - Residual Value (EUR)
Direct Debit	26,728	91.21%	645,046,202	93.53%	276,079,095	368,967,107
Wire transfer	2,551	8.71%	44,128,993	6.40%	19,378,458	24,750,535
Cheque	24	0.08%	524,625	0.08%	322,825	201,800
Total	**29,303**	**100.00%**	**689,699,820**	**100.00%**	**295,780,378**	**393,919,442**

Distribution by Country

Country	Number of Leases	% of total number of Leases	Discounted Balance (EUR)	% of Discounted Balance	Discounted Balance - instalments (EUR)	Discounted Balance - Residual Value (EUR)
France	29,303	100.00%	689,699,820	100.00%	295,780,378	393,919,442
Total	**29,303**	**100.00%**	**689,699,820**	**100.00%**	**295,780,378**	**393,919,442**

Distribution by Region

Region	Number of Leases	% of total number of Leases	Discounted Balance (EUR)	% of Discounted Balance	Discounted Balance - instalments (EUR)	Discounted Balance - Residual Value (EUR)
Ile-de-France	12,479	42.59%	286,499,906	41.54%	122,897,706	163,602,200
Auvergne-Rhône-Alpes	3,785	12.92%	88,075,587	12.77%	38,698,257	49,377,330
Provence-Alpes-Côte d'Azur	1,850	6.31%	50,363,761	7.30%	20,239,230	30,124,531
Hauts-de-France	1,882	6.42%	48,112,383	6.98%	19,969,318	28,143,065
Nouvelle-Aquitaine	1,764	6.02%	42,707,368	6.19%	18,395,626	24,311,741
Grand-Est	1,837	6.27%	41,165,972	5.97%	18,340,288	22,825,684
Occitanie	1,457	4.97%	38,257,599	5.55%	16,201,454	22,056,145
Pays-de-la-Loire	1,434	4.89%	29,759,349	4.31%	12,448,414	17,310,935
Bretagne	839	2.86%	17,736,937	2.57%	7,983,168	9,753,769
Bourgogne-Franche-Comté	720	2.46%	16,647,433	2.41%	7,410,387	9,237,046
Normandie	670	2.29%	15,931,568	2.31%	6,844,408	9,087,160
Centre-Val de Loire	513	1.75%	12,125,243	1.76%	5,371,498	6,753,745
Corse	73	0.25%	2,316,715	0.34%	980,625	1,336,089
Total	**29,303**	**100.00%**	**689,699,820**	**100.00%**	**295,780,378**	**393,919,442**

Distribution by top 20 Lessee Groups

Top 20 Lessee Groups	Number of Leases	% of total number of Leases	Discounted Balance (EUR)	% of Discounted Balance	Discounted Balance - instalments (EUR)	Discounted Balance - Residual Value (EUR)
1	870	2.97%	10,345,002	1.50%	3,912,378	6,432,624
2	707	2.41%	8,621,099	1.25%	4,237,329	4,383,771
3	798	2.72%	8,620,762	1.25%	3,502,743	5,118,019
4	728	2.48%	8,618,056	1.25%	3,869,778	4,748,278
5	326	1.11%	5,023,763	0.73%	2,395,666	2,628,097
6	283	0.97%	5,021,444	0.73%	2,141,289	2,880,154
7	163	0.56%	4,742,427	0.69%	2,160,624	2,581,803
8	301	1.03%	4,590,399	0.67%	2,115,984	2,474,414
9	108	0.37%	3,687,908	0.53%	1,998,458	1,689,450
10	127	0.43%	3,529,775	0.51%	1,322,112	2,207,663
11	130	0.44%	3,365,284	0.49%	1,528,589	1,836,694
12	143	0.49%	3,359,477	0.49%	1,516,486	1,842,991
13	188	0.64%	3,007,405	0.44%	1,291,429	1,715,976
14	112	0.38%	2,856,465	0.41%	1,035,055	1,821,411
15	118	0.40%	2,745,949	0.40%	1,399,393	1,346,555
16	129	0.44%	2,658,615	0.39%	960,344	1,698,271
17	161	0.55%	2,619,964	0.38%	1,367,350	1,252,614
18	158	0.54%	2,614,089	0.38%	1,331,977	1,282,112
19	188	0.64%	2,467,797	0.36%	1,115,513	1,352,285
20	102	0.35%	2,462,076	0.36%	1,327,671	1,134,405
Total	**5,840**	**19.93%**	**90,957,757**	**13.19%**	**40,530,169**	**50,427,587**

Distribution by top 10 industry divisions (NAF Code)

Top 10 Industry Divisions (NAF Code)	Number of Leases	% of total number of Leases	Discounted Balance (EUR)	% of Discounted Balance	Discounted Balance - instalments (EUR)	Discounted Balance - Residual Value (EUR)
46-Wholesale trade, except of motor vehicles and motorcycles	4,388	14.97%	102,655,333	14.88%	47,753,548	54,901,785
70-Activities of head offices; management consultancy activities	1,573	5.37%	45,677,932	6.62%	18,124,597	27,553,336
71-Architectural and engineering activities; technical testing and analysis	2,521	8.60%	43,693,797	6.34%	18,525,532	25,168,265
43-Specialised construction activities	2,053	7.01%	38,284,598	5.55%	15,488,745	22,795,852
86-Human health activities	1,018	3.47%	34,175,173	4.96%	13,858,990	20,316,182
47-Retail trade, except of motor vehicles and motorcycles	1,207	4.12%	33,868,816	4.91%	14,358,598	19,510,218
62-Computer programming, consultancy and related activities	1,283	4.38%	33,854,471	4.91%	13,795,777	20,058,694
64-Financial service activities, except insurance and pension funding	864	2.95%	29,194,732	4.23%	11,495,934	17,698,798
66-Activities auxiliary to financial services and insurance activities	729	2.49%	23,126,778	3.35%	9,269,027	13,857,751
68-Real estate activities	674	2.30%	20,410,835	2.96%	7,621,659	12,789,175
Total	**16,310**	**55.66%**	**404,942,463**	**58.71%**	**170,292,407**	**234,650,056**

Distribution by engine type

Engine Type	Number of Leases	% of total number of Leases	Discounted Balance (EUR)	% of Discounted Balance	Discounted Balance - instalments (EUR)	Discounted Balance - Residual Value (EUR)
Hybrid Plug	9,212	31.44%	325,214,867	47.15%	119,215,068	205,999,799
Diesel	8,913	30.42%	130,639,125	18.94%	64,672,630	65,966,495
Electric	2,382	8.13%	80,625,036	11.69%	39,043,457	41,581,578
Petrol	5,119	17.47%	80,318,829	11.65%	38,046,349	42,272,480
Hybrid	3,259	11.12%	65,185,544	9.45%	31,188,533	33,997,011
FlexFuel	293	1.00%	5,908,121	0.86%	2,720,311	3,187,811
E85	102	0.35%	1,483,113	0.22%	668,408	814,705
Gaz	23	0.08%	325,184	0.05%	225,621	99,562
Total	**29,303**	**100.00%**	**689,699,820**	**100.00%**	**295,780,378**	**393,919,442**

Note : Engine type distribution may change during the replenishment period. It is expected that Hybrid Plug / Hybrid / Electric vehicles represent [30%-40%] of the newly transferred receivables (in number).

Distribution by emission class

Emission class	Number of Leases	% of total number of Leases	Discounted Balance (EUR)	% of Discounted Balance	Discounted Balance - instalments (EUR)	Discounted Balance - Residual Value (EUR)
Euro 6	26,052	88.91%	590,040,996	85.55%	246,721,687	343,319,309
Not Available	3,248	11.08%	99,628,030	14.45%	49,046,869	50,581,161
Euro 5	3	0.01%	30,794	0.00%	11,822	18,971
Total	**29,303**	**100.00%**	**689,699,820**	**100.00%**	**295,780,378**	**393,919,442**

Distribution by CO2 Emissions

CO2 Emissions (grams per kilometer)	Number of Leases	% of total number of Leases	Discounted Balance (EUR)	% of Discounted Balance	Discounted Balance - instalments (EUR)	Discounted Balance - Residual Value (EUR)
[0 ; 0[	2,382	8.13%	80,625,036	11.69%	39,043,457	41,581,578
[0 ; 20[	136	0.46%	5,977,753	0.87%	3,065,220	2,912,533
[20 ; 40[	4,268	14.57%	138,239,926	20.04%	58,519,932	79,719,994
[40 ; 60[	3,484	11.89%	117,733,815	17.07%	38,547,412	79,186,402
[60 ; 80[	712	2.43%	32,309,537	4.68%	9,701,949	22,607,588
[80 ; 100[	831	2.84%	10,443,641	1.51%	3,554,278	6,889,363
[100 ; 120[	3,168	10.81%	44,479,324	6.45%	18,768,423	25,710,901
[120 ; 140[	5,542	18.91%	96,927,430	14.05%	47,178,881	49,748,550
[140 ; 160[	2,218	7.57%	50,158,972	7.27%	25,343,088	24,815,884
[160 ; 180[	215	0.73%	6,051,721	0.88%	2,994,875	3,056,846
[180 ; 200[	31	0.11%	806,639	0.12%	449,080	357,559
[200 ; 220[	34	0.12%	994,182	0.14%	576,831	417,351
[220 ; 240[	7	0.02%	155,894	0.02%	91,009	64,885
[240 ; 260[	2	0.01%	88,883	0.01%	52,874	36,008
>= 260	6	0.02%	164,241	0.02%	111,312	52,929
Not Available	6,267	21.39%	104,542,826	15.16%	47,781,754	56,761,071
Total	**29,303**	**100.00%**	**689,699,820**	**100.00%**	**295,780,378**	**393,919,442**
Max		986.00				
Min		0.00				

Distribution by Discounted Residual Value / Total Discounted Balance

Discounted Residual Value / Total Discounted Balance	Number of Leases	% of total number of Leases	Discounted Balance (EUR)	% of Discounted Balance	Discounted Balance - instalments (EUR)	Discounted Balance - Residual Value (EUR)
[0% ; 10%[	20	0.07%	208,186	0.03%	197,460	10,726
[10% ; 20%[	120	0.41%	2,329,550	0.34%	1,956,752	372,798
[20% ; 30%[	793	2.71%	17,565,662	2.55%	12,942,759	4,622,903
[30% ; 40%[	3,065	10.46%	67,367,263	9.77%	43,188,142	24,179,121
[40% ; 50%[	6,333	21.61%	150,702,782	21.85%	82,087,112	68,615,670
[50% ; 60%[	7,506	25.62%	186,135,898	26.99%	83,782,215	102,353,683
[60% ; 70%[	5,323	18.17%	132,874,063	19.27%	47,165,259	85,708,804
[70% ; 80%[	2,627	8.96%	64,269,358	9.32%	16,278,680	47,990,678
[80% ; 90%[	2,087	7.12%	44,771,830	6.49%	6,838,535	37,933,295
[90% ; 100%]	1,429	4.88%	23,475,226	3.40%	1,343,462	22,131,764
Total	**29,303**	**100.0%**	**689,699,820**	**100.00%**	**295,780,378**	**393,919,442**
Max		99.40%				
Min		0.02%				
Average		57.49%				
Weighted average		57.11%				

Distribution by Contractual Residual Value / Initial vehicle book value

Discounted Contractual Residual Value / Initial vehicle book value	Number of Leases	% of total number of Leases	Discounted Balance (EUR)	% of Discounted Balance	Discounted Balance - instalments (EUR)	Discounted Balance - Residual Value (EUR)
[0% ; 10%[	59	0.20%	217,554	0.03%	160,697	56,857
[10% ; 20%[	204	0.70%	2,049,738	0.30%	1,415,131	634,607
[20% ; 30%[	1,074	3.67%	13,578,301	1.97%	8,642,202	4,936,099
[30% ; 40%[	3,626	12.37%	65,793,958	9.54%	38,732,727	27,061,231
[40% ; 50%[	7,899	26.96%	177,394,397	25.72%	88,689,184	88,705,214
[50% ; 60%[	11,621	39.66%	299,317,196	43.40%	117,175,438	182,141,758
[60% ; 70%[	4,820	16.45%	131,348,675	19.04%	40,964,998	90,383,677
Total	**29,303**	**100.0%**	**689,699,820**	**100.00%**	**295,780,378**	**393,919,442**
Max		65.00%				
Min		0.01%				
Average		49.87%				
Weighted average		51.55%				

Amortisation profile

Period	Pool factor	Amortisation vector	Interest payment (% of Discounted Balance BoP)
0	100.00%		
1	98.24%	1.76%	0.58%
2	96.23%	2.05%	0.59%
3	94.54%	1.76%	0.58%
4	92.70%	1.95%	0.58%
5	90.59%	2.28%	0.59%
6	88.54%	2.26%	0.58%
7	86.07%	2.79%	0.58%
8	83.77%	2.67%	0.59%
9	81.94%	2.19%	0.58%
10	79.92%	2.47%	0.58%
11	78.03%	2.36%	0.59%
12	76.12%	2.45%	0.58%
13	73.74%	3.13%	0.58%
14	71.55%	2.96%	0.59%
15	69.84%	2.40%	0.58%
16	67.95%	2.70%	0.58%
17	65.77%	3.20%	0.59%
18	63.60%	3.30%	0.58%
19	60.95%	4.17%	0.58%
20	58.65%	3.77%	0.59%
21	56.62%	3.47%	0.58%
22	53.94%	4.74%	0.58%
23	51.48%	4.55%	0.59%
24	49.27%	4.30%	0.58%
25	46.56%	5.49%	0.58%
26	43.88%	5.76%	0.59%
27	41.45%	5.53%	0.58%
28	38.34%	7.51%	0.58%
29	35.44%	7.55%	0.59%
30	32.30%	8.87%	0.58%
31	28.69%	11.18%	0.58%
32	25.23%	12.07%	0.59%
33	22.37%	11.32%	0.58%
34	18.80%	15.94%	0.58%
35	17.29%	8.04%	0.59%
36	16.39%	5.24%	0.58%
37	15.12%	7.71%	0.58%
38	13.88%	8.19%	0.59%
39	12.74%	8.24%	0.58%
40	11.06%	13.21%	0.58%
41	9.79%	11.47%	0.59%
42	8.41%	14.07%	0.58%
43	6.75%	19.76%	0.58%

44	5.23%	22.54%	0.59%
45	3.83%	26.78%	0.58%
46	2.09%	45.42%	0.58%
47	1.84%	11.89%	0.59%
48	1.70%	7.52%	0.58%
49	1.48%	13.09%	0.58%
50	1.30%	12.33%	0.59%
51	1.14%	12.34%	0.58%
52	0.94%	16.96%	0.58%
53	0.83%	11.61%	0.59%
54	0.69%	17.51%	0.58%
55	0.52%	24.75%	0.58%
56	0.39%	24.10%	0.59%
57	0.23%	41.14%	0.58%
58	0.06%	75.10%	0.58%
59	0.05%	15.54%	0.58%
60	0.04%	21.89%	0.58%
61	0.03%	15.01%	0.58%
62	0.03%	6.36%	0.58%
63	0.03%	14.86%	0.58%
64	0.02%	9.14%	0.58%
65	0.02%	8.63%	0.58%
66	0.02%	15.37%	0.58%
67	0.02%	16.62%	0.58%
68	0.01%	14.04%	0.58%
69	0.01%	19.28%	0.58%
70	0.00%	100.00%	0.58%

HISTORICAL PERFORMANCE DATA

Historical performance data presented hereafter is relative to a representative portfolio of leases (operating leases without purchase option) granted by the Seller for the periods and as at the dates stated therein. However, no concentration limit such as those corresponding to Global Portfolio Criteria have been applied for these historical performance data.

The tables below were prepared by the Seller based on its internal records and have not been subject to verification by third parties.

In each of the tables below, "Q1" refers to the period from 1 January to 31 March, "Q2" refers to the period from 1 April to 30 June, "Q3" refers to the period from 1 July to 30 September and "Q4" refers to the period from 1 October to 31 December.

The tables in this Section have been prepared by the Seller and are made available to potential investors for the purposes of Article 22(1) of the Securitisation Regulation.

The outstanding amount is the net economic value recorded in ALD systems and is calculated as the linear depreciation of the vehicle price (including discounts and excluding VAT) to the residual value (excluding VAT) determined by ALD.

The cumulative gross default ratio data displayed below is in static format and shows the cumulative defaults after the specified quarter since origination, for each portfolio of leases originated in a particular quarter, expressed as a percentage of the original outstanding amount of that portfolio of leases originated in that particular quarter.

Recoveries displayed below are in static format and show the cumulative recoveries (including sales proceeds, insurance payments and recourse on the lessee) after the specified number of quarters since default, for each portfolio of leases defaulted in a particular quarter, expressed as a percentage of the outstanding amount at default of these leases defaulted in that particular quarter.

The arrears data displayed below shows for a specific month the outstanding amount for leases in arrears in the respective delinquency bucket as a percentage of the total outstanding amount of the performing portfolio in that month. The arrears data does not include Defaulted Lease Agreements. The leases in the "Arrears 91-120 Days", "Arrears 121-150 Days" and ">150 Days Arrears" buckets are not in default. In general, these are arrears due to commercial disputes between the lessee and the lessor and where the lessor sees a reasonable chance that the lessee is able to pay and that the outstanding amounts will be collected.

The annualised early termination rate is calculated for a specific month as twelve times the ratio of the outstanding amount of leases terminated prior to its contractual maturity date over the portfolio outstanding amount end of that month.

The information contained in this section should not be construed as either projections or predictions or as legal, regulatory, tax, financial or accounting advice. There can be no assurance that the performance of the Transferred Receivables on any subsequent Transfer Date will be similar to the historical performance data set out below. Past financial performance should not be considered a reliable indicator of future performance and prospective purchasers of any Class A Note cautioned that any such statements are not guarantees of performance and involve risks and uncertainties, many of which are beyond the control of the Management Company. None of the Arranger, the Sole Bookrunner or the Joint Lead Managers has attempted or will attempt to verify any such statements, and do not make any representation, express or implied, with respect thereto.

Portfolio outstanding amount (net economic value of the Lease Agreements)

Month	Number of Leases	Portfolio outstanding amount (EUR)	Month	Number of Leases	Portfolio outstanding amount (EUR)
Jan-14	69,018	1,009,979,193	Jan-19	155,936	2,410,029,747
Feb-14	71,167	1,039,675,182	Feb-19	155,552	2,411,031,646
Mar-14	73,995	1,080,203,703	Mar-19	156,285	2,432,007,422
Apr-14	76,500	1,116,313,137	Apr-19	155,996	2,436,532,248
May-14	78,863	1,148,801,899	May-19	155,791	2,441,693,736
Jun-14	81,096	1,178,980,372	Jun-19	155,749	2,443,399,545
Jul-14	84,458	1,233,162,428	Jul-19	156,436	2,465,438,847
Aug-14	86,377	1,257,592,128	Aug-19	155,284	2,446,139,027
Sep-14	89,077	1,293,431,962	Sep-19	154,635	2,429,884,916
Oct-14	92,450	1,340,736,738	Oct-19	155,054	2,446,693,044
Nov-14	95,265	1,375,426,428	Nov-19	154,413	2,446,203,755
Dec-14	98,255	1,419,313,424	Dec-19	155,447	2,481,676,867
Jan-15	101,009	1,453,277,187	Jan-20	155,285	2,489,638,956
Feb-15	103,344	1,480,744,933	Feb-20	155,445	2,502,562,503
Mar-15	106,526	1,523,538,187	Mar-20	154,392	2,485,946,205
Apr-15	109,587	1,564,807,951	Apr-20	150,686	2,411,949,645
May-15	111,938	1,590,479,586	May-20	149,404	2,385,170,374
Jun-15	115,170	1,633,612,898	Jun-20	149,920	2,403,269,859
Jul-15	118,319	1,679,561,547	Jul-20	149,471	2,414,897,116
Aug-15	119,607	1,689,096,052	Aug-20	148,246	2,399,379,725
Sep-15	122,148	1,716,754,101	Sep-20	149,476	2,426,840,339
Oct-15	125,099	1,755,976,463	Oct-20	150,644	2,459,056,361
Nov-15	127,792	1,790,909,031	Nov-20	150,691	2,470,945,650
Dec-15	131,162	1,843,245,031	Dec-20	150,677	2,498,623,958
Jan-16	133,838	1,882,961,760	Jan-21	151,785	2,539,361,007
Feb-16	135,515	1,906,201,007	Feb-21	150,648	2,535,946,178
Mar-16	137,536	1,939,333,604	Mar-21	151,191	2,545,961,550
Apr-16	138,705	1,966,455,314	Apr-21	151,121	2,554,317,389
May-16	138,817	1,970,426,801	May-21	150,993	2,561,109,687
Jun-16	140,267	1,998,923,034	Jun-21	151,978	2,591,214,334
Jul-16	140,511	2,010,748,539	Jul-21	152,337	2,612,299,659
Aug-16	140,061	2,008,339,386	Aug-21	150,765	2,589,624,676
Sep-16	141,467	2,025,638,883	Sep-21	151,922	2,614,133,239
Oct-16	142,551	2,045,267,201	Oct-21	151,593	2,615,234,239
Nov-16	142,846	2,049,178,175	Nov-21	150,501	2,601,397,553
Dec-16	143,951	2,073,371,055	Dec-21	150,865	2,624,788,691
Jan-17	144,109	2,082,123,546	Jan-22	150,897	2,632,305,580
Feb-17	143,896	2,080,337,480	Feb-22	151,004	2,640,862,538
Mar-17	145,046	2,104,302,985	Mar-22	152,227	2,679,515,388
Apr-17	145,240	2,108,796,344	Apr-22	152,531	2,698,893,326
May-17	145,631	2,115,351,702	May-22	152,106	2,697,094,129
Jun-17	146,764	2,136,656,450	Jun-22	152,733	2,713,110,789
Jul-17	146,973	2,147,851,242	Jul-22	152,876	2,725,089,024
Aug-17	146,819	2,148,536,811	Aug-22	151,858	2,705,914,138
Sep-17	148,094	2,163,507,330	Sep-22	152,840	2,728,447,761
Oct-17	148,598	2,174,384,010	Oct-22	153,152	2,745,501,596
Nov-17	149,886	2,204,806,757	Nov-22	153,377	2,760,726,176
Dec-17	150,736	2,228,309,604	Dec-22	154,318	2,800,334,270
Jan-18	151,180	2,246,006,205	Jan-23	154,028	2,816,786,305
Feb-18	150,276	2,240,626,204	Feb-23	153,693	2,819,631,336
Mar-18	152,099	2,279,596,281	Mar-23	154,942	2,857,502,123
Apr-18	151,950	2,285,628,747	Apr-23	155,297	2,889,332,493
May-18	151,754	2,284,724,308			
Jun-18	152,546	2,304,818,502			
Jul-18	152,680	2,319,341,516			
Aug-18	152,533	2,322,617,098			
Sep-18	153,471	2,334,838,001			
Oct-18	154,149	2,351,281,275			
Nov-18	155,099	2,378,173,518			
Dec-18	155,371	2,393,444,196			

Cumulative default rates

Quarter	Origination amount	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36
Q1 2014	175,288,900.82	0.53%	0.81%	0.90%	1.00%	1.13%	1.19%	1.28%	1.36%	1.47%	1.53%	1.63%	1.71%	1.79%	1.83%	1.90%	1.94%	2.00%	2.01%	2.04%	2.05%	2.05%	2.11%	2.11%	2.11%	2.12%	2.13%	2.13%	2.13%	2.13%	2.13%	2.13%	2.13%	2.13%	2.13%	2.13%	2.13%
Q2 2014	176,493,876.33	0.50%	0.74%	0.94%	1.02%	1.10%	1.13%	1.18%	1.24%	1.29%	1.43%	1.51%	1.62%	1.75%	1.83%	1.95%	2.01%	2.03%	2.05%	2.07%	2.08%	2.10%	2.13%	2.14%	2.14%	2.16%	2.16%	2.16%	2.17%	2.17%	2.17%	2.17%	2.17%	2.17%	2.17%	2.17%	2.17%	
Q3 2014	202,841,173.09	1.72%	1.86%	1.97%	2.04%	2.19%	2.28%	2.38%	2.49%	2.58%	2.69%	2.77%	3.00%	3.06%	3.11%	3.19%	3.23%	3.29%	3.32%	3.36%	3.37%	3.37%	3.37%	3.38%	3.38%	3.38%	3.38%	3.39%	3.39%	3.39%	3.39%	3.39%	3.39%	3.39%	3.39%	3.39%		
Q4 2014	222,835,689.33	1.13%	1.29%	1.39%	1.49%	1.56%	1.67%	1.75%	1.84%	1.92%	1.99%	2.14%	2.18%	2.36%	2.46%	2.51%	2.52%	2.57%	2.60%	2.67%	2.68%	2.69%	2.70%	2.71%	2.71%	2.71%	2.71%	2.71%	2.71%	2.71%	2.71%	2.71%	2.71%	2.71%	2.71%			
Q1 2015	205,207,352.48	0.73%	0.87%	0.89%	1.03%	1.19%	1.35%	1.46%	1.54%	1.66%	1.82%	1.90%	2.11%	2.36%	2.43%	2.46%	2.51%	2.55%	2.58%	2.60%	2.60%	2.61%	2.62%	2.62%	2.62%	2.63%	2.63%	2.64%	2.64%	2.64%	2.64%	2.64%	2.64%	2.64%				
Q2 2015	217,006,454.98	1.19%	1.33%	1.43%	1.58%	1.80%	2.00%	2.20%	2.38%	2.51%	2.60%	2.78%	3.12%	3.25%	3.25%	3.32%	3.38%	3.44%	3.47%	3.48%	3.51%	3.53%	3.54%	3.54%	3.55%	3.56%	3.56%	3.56%	3.56%	3.56%	3.56%	3.56%	3.56%					
Q3 2015	200,578,075.47	0.39%	0.51%	0.61%	0.88%	0.99%	1.11%	1.54%	1.66%	1.75%	1.94%	2.19%	2.28%	2.35%	2.42%	2.49%	2.58%	2.67%	2.70%	2.72%	2.74%	2.76%	2.76%	2.79%	2.79%	2.81%	2.81%	2.81%	2.81%	2.81%	2.81%	2.81%						
Q4 2015	257,962,983.23	0.42%	0.46%	0.57%	0.77%	1.00%	1.34%	1.56%	1.70%	1.81%	2.20%	2.33%	2.39%	2.49%	2.59%	2.68%	2.75%	2.79%	2.81%	2.83%	2.86%	2.87%	2.87%	2.88%	2.88%	2.88%	2.88%	2.90%	2.90%	2.90%	2.90%							
Q1 2016	249,835,299.13	0.57%	0.64%	0.79%	0.97%	1.24%	1.77%	1.93%	2.18%	2.50%	2.65%	2.75%	2.87%	2.96%	3.04%	3.10%	3.13%	3.20%	3.23%	3.25%	3.27%	3.28%	3.29%	3.31%	3.31%	3.32%	3.32%	3.33%	3.33%	3.33%								
Q2 2016	243,217,922.08	0.67%	0.85%	0.99%	1.28%	1.67%	1.93%	2.28%	2.57%	2.74%	2.87%	2.96%	3.03%	3.26%	3.30%	3.33%	3.36%	3.42%	3.49%	3.52%	3.56%	3.57%	3.59%	3.59%	3.61%	3.61%	3.61%	3.61%	3.61%									
Q3 2016	217,942,382.36	0.51%	0.64%	1.27%	1.78%	2.05%	2.32%	3.09%	3.26%	3.33%	3.44%	3.61%	3.80%	3.93%	3.98%	4.04%	4.09%	4.21%	4.24%	4.26%	4.27%	4.29%	4.29%	4.29%	4.29%	4.29%	4.29%	4.29%										
Q4 2016	248,489,999.74	0.42%	0.85%	1.40%	1.61%	2.09%	3.01%	3.11%	3.17%	3.33%	3.50%	3.63%	3.70%	3.81%	3.88%	3.97%	4.02%	4.08%	4.09%	4.10%	4.10%	4.10%	4.11%	4.13%	4.14%	4.15%	4.15%											
Q1 2017	234,115,432.70	0.61%	1.23%	1.48%	1.90%	2.55%	2.75%	2.89%	3.06%	3.18%	3.28%	3.39%	3.45%	3.56%	3.66%	3.70%	3.78%	3.82%	3.85%	3.86%	3.86%	3.87%	3.87%	3.88%	3.88%	3.88%												
Q2 2017	238,056,586.80	0.81%	0.98%	1.42%	1.88%	2.09%	2.24%	2.42%	2.51%	2.66%	2.74%	2.84%	3.11%	3.32%	3.40%	3.47%	3.55%	3.64%	3.65%	3.69%	3.69%	3.73%	3.75%	3.75%	3.75%													
Q3 2017	236,759,761.75	1.34%	1.74%	2.19%	2.42%	2.51%	2.81%	3.01%	3.20%	3.31%	3.42%	3.60%	3.70%	3.83%	3.92%	4.06%	4.09%	4.14%	4.16%	4.16%	4.18%	4.20%	4.26%	4.27%														
Q4 2017	281,482,786.50	0.95%	1.40%	1.64%	1.86%	2.03%	2.25%	2.47%	2.58%	2.75%	2.85%	2.94%	3.03%	3.19%	3.34%	3.39%	3.45%	3.51%	3.54%	3.57%	3.59%	3.61%	3.61%															
Q1 2018	283,576,579.21	1.32%	1.56%	1.69%	1.92%	2.14%	2.37%	2.51%	2.71%	2.84%	2.99%	3.09%	3.23%	3.41%	3.46%	3.55%	3.57%	3.60%	3.63%	3.66%	3.68%	3.71%																
Q2 2018	244,666,979.97	1.37%	1.60%	1.87%	2.09%	2.38%	2.51%	2.73%	2.91%	3.12%	3.24%	3.35%	3.53%	3.73%	3.76%	3.83%	3.88%	3.98%	4.00%	4.01%	4.03%																	
Q3 2018	253,964,498.67	0.98%	1.19%	1.32%	1.54%	1.72%	1.87%	2.04%	2.13%	2.31%	2.42%	2.59%	2.69%	2.92%	2.98%	3.06%	3.19%	3.24%	3.28%	3.30%																		
Q4 2018	287,246,791.92	0.97%	1.19%	1.46%	1.57%	1.70%	1.84%	1.93%	2.08%	2.27%	2.39%	2.51%	2.59%	2.82%	2.88%	2.90%	2.96%	3.01%	3.02%																			
Q1 2019	268,098,430.41	0.64%	0.86%	1.05%	1.22%	1.49%	1.59%	1.77%	2.04%	2.33%	2.44%	2.51%	2.68%	2.82%	2.98%	3.03%	3.06%	3.12%																				
Q2 2019	240,171,121.06	0.55%	0.71%	0.86%	1.18%	1.38%	1.59%	1.89%	2.03%	2.19%	2.37%	2.50%	2.61%	2.74%	2.83%	2.94%	2.95%																					
Q3 2019	216,673,686.68	0.36%	0.54%	0.74%	0.87%	1.01%	1.13%	1.26%	1.43%	1.57%	1.73%	1.87%	2.00%	2.11%	2.14%	2.21%																						
Q4 2019	288,736,794.95	0.30%	0.50%	0.70%	0.82%	0.89%	1.15%	1.24%	1.53%	1.73%	1.79%	1.92%	2.07%	2.16%	2.24%																							
Q1 2020	252,017,330.00	0.34%	0.49%	0.60%	0.67%	0.90%	1.01%	1.38%	1.96%	2.07%	2.18%	2.29%	2.35%	2.40%																								
Q2 2020	135,545,975.46	0.39%	0.56%	0.71%	1.00%	1.16%	1.43%	1.58%	1.75%	1.80%	1.97%	2.01%	2.05%																									
Q3 2020	244,323,448.43	0.45%	0.56%	0.86%	0.93%	1.11%	1.28%	1.51%	1.71%	1.82%	1.91%	1.96%																										
Q4 2020	310,890,327.94	0.25%	0.59%	0.78%	0.94%	1.21%	1.39%	1.66%	1.92%	2.03%	2.03%																											
Q1 2021	291,144,392.20	0.44%	0.65%	0.86%	1.02%	1.16%	1.30%	1.52%	1.64%	1.67%																												
Q2 2021	291,363,501.50	0.34%	0.47%	0.58%	0.70%	1.01%	1.35%	1.51%	1.56%																													
Q3 2021	254,619,558.96	0.41%	0.59%	0.70%	0.92%	1.03%	1.30%	1.40%																														
Q4 2021	253,676,716.51	0.36%	0.52%	1.18%	1.31%	1.39%	1.44%																															
Q1 2022	296,132,857.13	0.28%	0.51%	0.67%	0.76%	0.81%																																
Q2 2022	269,716,836.15	0.22%	0.49%	0.58%	0.68%																																	
Q3 2022	247,788,439.95	0.31%	0.47%	0.59%																																		
Q4 2022	321,708,543.49	0.18%	0.23%																																			
Q1 2023	326,603,357.60	0.31%																																				

Cumulative recovery rate

Quarter	Defaulted amount	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36
Q1 2014	1,909,474.70	4.60%	8.39%	12.02%	17.02%	22.88%	27.97%	33.30%	39.10%	46.92%	57.47%	62.65%	69.78%	80.32%	89.08%	91.28%	93.45%	96.95%	99.04%	99.70%	101.78%	102.87%	105.50%	105.77%	106.51%	106.41%	106.42%	106.44%	106.49%	108.42%	109.20%	109.42%	109.43%	110.44%	110.66%	110.77%	110.77%	111.41%
Q2 2014	4,095,616.37	7.65%	17.74%	29.37%	37.92%	44.96%	50.82%	56.28%	64.57%	71.38%	78.97%	85.49%	90.84%	96.82%	99.66%	102.73%	104.11%	105.75%	107.89%	109.20%	110.52%	111.58%	111.86%	111.98%	112.46%	112.44%	112.63%	112.99%	113.18%	113.20%	113.31%	113.33%	113.46%	113.49%	113.49%	113.49%	113.49%	
Q3 2014	5,559,231.98	5.44%	11.94%	19.48%	25.48%	30.46%	35.84%	42.05%	49.98%	59.79%	68.51%	75.07%	80.33%	84.81%	91.21%	97.18%	99.52%	101.96%	103.56%	105.03%	107.08%	107.80%	108.82%	109.39%	109.87%	110.00%	110.13%	110.32%	110.38%	110.88%	110.91%	111.03%	111.05%	111.06%	111.07%	111.09%		
Q4 2014	5,129,853.49	6.43%	13.32%	17.94%	21.99%	27.27%	34.43%	40.23%	47.67%	52.28%	57.90%	62.54%	67.92%	73.79%	81.36%	86.66%	90.60%	93.63%	98.69%	100.23%	102.62%	104.84%	107.21%	107.95%	108.61%	109.05%	109.43%	109.57%	109.95%	110.06%	111.23%	111.46%	111.50%	111.53%	111.55%			
Q1 2015	3,879,059.03	5.41%	12.16%	18.09%	24.25%	33.12%	43.85%	51.75%	58.62%	65.72%	72.05%	75.56%	81.40%	85.74%	90.34%	93.58%	96.44%	98.91%	100.59%	101.89%	104.19%	106.07%	106.99%	107.76%	109.17%	109.40%	110.14%	110.24%	110.30%	110.54%	110.62%	110.65%	110.69%	110.72%				
Q2 2015	4,084,172.64	5.50%	11.40%	16.40%	24.47%	31.85%	39.14%	45.24%	51.75%	57.94%	64.55%	70.28%	75.32%	80.47%	84.51%	90.16%	95.69%	99.26%	101.30%	104.18%	105.72%	106.46%	107.66%	109.20%	110.21%	111.26%	111.75%	111.92%	112.29%	112.56%	112.59%	113.22%	113.45%					
Q3 2015	4,079,082.60	5.35%	13.38%	23.85%	37.01%	47.07%	53.36%	60.15%	67.40%	76.04%	81.50%	85.91%	90.58%	94.24%	96.83%	99.58%	101.13%	102.41%	105.10%	107.13%	107.77%	108.51%	108.64%	109.42%	109.64%	109.93%	110.64%	110.74%	110.74%	110.74%	110.94%	110.94%						
Q4 2015	2,648,796.64	4.86%	15.36%	29.11%	39.62%	45.12%	54.07%	59.03%	67.00%	72.12%	76.34%	82.33%	85.30%	91.07%	93.77%	97.55%	98.56%	100.32%	102.27%	103.78%	104.97%	107.80%	108.07%	108.71%	108.76%	108.81%	109.10%	109.39%	109.40%	109.42%	109.45%							
Q1 2016	4,046,007.11	5.92%	16.76%	28.05%	37.52%	47.14%	52.47%	59.64%	63.96%	66.32%	70.35%	73.45%	76.14%	79.09%	81.44%	82.98%	85.89%	92.10%	94.02%	95.51%	96.18%	97.14%	97.46%	97.93%	98.54%	98.94%	99.17%	99.22%	99.28%	99.50%								
Q2 2016	4,093,945.86	9.20%	20.30%	30.61%	38.80%	45.61%	52.18%	59.94%	70.95%	79.06%	83.93%	87.59%	91.49%	95.91%	98.14%	99.50%	100.25%	101.23%	102.40%	103.36%	104.34%	105.17%	105.52%	106.00%	107.69%	108.64%	108.66%	108.68%	109.02%									
Q3 2016	4,208,981.87	6.73%	14.12%	31.00%	36.54%	43.44%	51.45%	57.62%	60.81%	66.79%	70.53%	72.93%	76.39%	78.42%	82.64%	85.09%	86.44%	88.02%	90.65%	92.39%	93.35%	94.59%	95.45%	95.90%	96.83%	98.32%	99.16%	99.86%										
Q4 2016	4,781,118.40	8.08%	18.04%	29.20%	39.75%	48.70%	56.71%	64.11%	70.04%	74.77%	81.88%	84.43%	86.68%	89.49%	90.31%	92.29%	95.48%	96.56%	98.89%	99.65%	101.17%	101.96%	103.12%	103.57%	103.90%	104.12%	104.49%											
Q1 2017	6,967,669.24	5.65%	13.47%	20.61%	26.93%	33.28%	40.35%	47.53%	56.47%	62.84%	68.74%	74.07%	82.25%	86.40%	89.92%	93.27%	95.82%	98.27%	99.09%	100.02%	100.74%	101.83%	102.55%	102.84%	103.20%	103.44%												
Q2 2017	9,380,885.32	7.72%	15.87%	24.67%	32.96%	39.89%	45.90%	50.98%	55.61%	61.34%	67.61%	74.97%	79.85%	83.90%	87.49%	91.01%	95.10%	97.33%	99.32%	100.33%	101.98%	102.80%	103.28%	103.82%	104.05%													
Q3 2017	8,314,896.17	8.74%	18.87%	25.97%	34.60%	40.51%	46.19%	54.68%	59.11%	63.41%	68.70%	72.30%	77.07%	81.70%	85.78%	89.93%	93.66%	95.28%	97.80%	101.37%	102.37%	103.13%	104.05%	104.54%														
Q4 2017	6,118,523.15	7.06%	13.93%	27.60%	34.63%	42.78%	49.26%	55.04%	59.30%	63.72%	66.94%	71.32%	74.84%	80.97%	86.16%	87.96%	90.10%	93.40%	93.63%	95.35%	97.90%	99.26%	99.69%															
Q1 2018	20,506,070.95	6.13%	15.44%	24.38%	33.32%	40.36%	45.03%	50.85%	55.68%	58.54%	66.78%	73.43%	77.05%	82.45%	86.62%	89.71%	94.11%	101.96%	106.76%	110.15%	113.78%	116.22%																
Q2 2018	9,342,711.69	8.00%	17.34%	27.13%	33.86%	39.86%	46.60%	50.93%	54.10%	59.86%	65.17%	70.33%	76.65%	81.61%	85.08%	87.25%	90.30%	93.42%	95.38%	98.38%	100.47%																	
Q3 2018	7,014,724.16	7.72%	17.30%	30.59%	37.42%	43.85%	48.92%	51.98%	55.88%	61.44%	67.57%	73.19%	77.12%	81.10%	83.41%	86.64%	89.25%	90.74%	94.20%	96.03%																		
Q4 2018	7,709,570.38	5.68%	14.20%	22.14%	31.25%	38.02%	42.05%	48.43%	53.83%	60.66%	67.37%	72.50%	77.67%	81.87%	86.56%	90.38%	93.18%	97.03%	101.23%																			
Q1 2019	7,182,628.77	7.02%	19.73%	28.45%	36.13%	40.97%	47.42%	54.32%	60.92%	66.09%	72.38%	77.29%	81.53%	85.24%	92.05%	95.82%	98.07%	100.11%																				
Q2 2019	7,822,317.06	4.88%	16.55%	26.76%	33.46%	41.68%	48.72%	57.23%	63.11%	68.04%	73.61%	78.54%	84.10%	87.18%	89.57%	94.81%	96.67%																					
Q3 2019	5,521,653.45	7.83%	17.80%	25.40%	34.39%	42.84%	54.08%	60.64%	64.86%	68.78%	72.53%	76.19%	79.60%	82.16%	83.36%	85.63%																						
Q4 2019	5,377,588.17	6.46%	17.45%	24.65%	36.40%	43.52%	51.84%	60.11%	63.48%	69.30%	71.82%	75.47%	79.92%	82.11%	83.33%																							
Q1 2020	5,497,831.94	3.75%	10.09%	21.55%	30.60%	43.10%	48.27%	53.09%	56.99%	59.72%	62.46%	67.85%	71.09%	72.99%																								
Q2 2020	5,461,275.73	5.58%	15.12%	27.50%	39.47%	46.91%	54.27%	61.45%	65.88%	71.41%	76.19%	81.72%	86.53%																									
Q3 2020	5,017,300.60	9.44%	21.87%	33.24%	40.81%	49.40%	55.55%	60.13%	66.67%	69.96%	72.98%	77.56%																										
Q4 2020	5,324,493.68	10.19%	24.15%	34.17%	42.66%	47.47%	52.28%	62.50%	66.51%	70.85%	76.45%																											
Q1 2021	8,124,984.10	8.47%	20.68%	27.93%	34.96%	41.29%	49.74%	55.87%	62.96%	69.80%																												
Q2 2021	5,688,241.96	9.26%	23.13%	31.90%	38.31%	43.30%	48.44%	54.06%	60.16%																													
Q3 2021	5,110,813.18	8.98%	14.58%	27.52%	39.17%	45.44%	50.09%	56.66%																														
Q4 2021	9,132,607.61	6.47%	12.68%	17.84%	24.85%	30.99%	37.50%																															
Q1 2022	4,354,114.37	7.70%	18.80%	28.73%	36.32%	41.40%																																
Q2 2022	7,868,004.33	7.13%	18.24%	27.62%	35.47%																																	
Q3 2022	6,979,029.80	8.62%	21.30%	31.78%																																		
Q4 2022	4,665,639.62	4.24%	16.24%																																			
Q1 2023	3,268,229.30	9.70%																																				

Delinquency rates

Month	Arrears 0-30 days	Arrears 31-60 days	Arrears 61-90 days	Arrears 91-120 days	Arrears 121-150 days	Arrears >150 days
Jan-14	98.25%	0.58%	0.44%	0.16%	0.06%	0.52%
Feb-14	97.89%	1.11%	0.25%	0.24%	0.04%	0.47%
Mar-14	97.24%	1.72%	0.37%	0.03%	0.16%	0.48%
Apr-14	98.04%	0.64%	0.55%	0.20%	0.02%	0.55%
May-14	97.26%	1.08%	0.51%	0.45%	0.17%	0.53%
Jun-14	97.49%	0.66%	0.72%	0.30%	0.29%	0.55%
Jul-14	97.49%	0.78%	0.18%	0.70%	0.31%	0.55%
Aug-14	96.21%	1.85%	0.61%	0.17%	0.59%	0.57%
Sep-14	96.46%	1.23%	0.87%	0.31%	0.13%	0.99%
Oct-14	96.84%	1.06%	0.60%	0.53%	0.16%	0.81%
Nov-14	96.86%	0.80%	0.55%	0.49%	0.47%	0.83%
Dec-14	96.53%	0.97%	0.38%	0.43%	0.82%	0.87%
Jan-15	97.68%	0.39%	0.31%	0.31%	0.05%	1.26%
Feb-15	98.19%	0.50%	0.20%	0.33%	0.03%	0.76%
Mar-15	97.67%	1.14%	0.25%	0.06%	0.13%	0.75%
Apr-15	98.06%	0.78%	0.36%	0.16%	0.05%	0.60%
May-15	97.80%	0.92%	0.15%	0.42%	0.08%	0.63%
Jun-15	97.60%	0.95%	0.57%	0.07%	0.32%	0.49%
Jul-15	97.42%	0.84%	0.22%	0.78%	0.11%	0.63%
Aug-15	97.29%	0.68%	0.54%	0.18%	0.67%	0.65%
Sep-15	97.50%	0.62%	0.20%	0.37%	0.24%	1.07%
Oct-15	97.66%	0.77%	0.26%	0.26%	0.21%	0.85%
Nov-15	98.35%	0.45%	0.27%	0.09%	0.21%	0.62%
Dec-15	97.71%	1.08%	0.14%	0.25%	0.10%	0.72%
Jan-16	97.66%	0.68%	0.68%	0.14%	0.19%	0.65%
Feb-16	97.99%	0.70%	0.24%	0.26%	0.08%	0.73%
Mar-16	96.78%	1.61%	0.34%	0.34%	0.24%	0.70%
Apr-16	98.19%	0.43%	0.55%	0.06%	0.15%	0.62%
May-16	97.85%	0.95%	0.24%	0.38%	0.04%	0.55%
Jun-16	98.36%	0.44%	0.26%	0.13%	0.27%	0.53%
Jul-16	97.09%	1.51%	0.37%	0.15%	0.16%	0.72%
Aug-16	96.91%	0.72%	0.92%	0.57%	0.10%	0.79%
Sep-16	97.66%	0.51%	0.41%	0.49%	0.19%	0.75%
Oct-16	97.36%	1.24%	0.48%	0.10%	0.24%	0.58%
Nov-16	97.17%	1.10%	0.72%	0.26%	0.06%	0.70%
Dec-16	96.59%	1.52%	0.52%	0.34%	0.36%	0.67%
Jan-17	97.06%	0.49%	0.78%	0.73%	0.18%	0.76%
Feb-17	97.63%	0.59%	0.38%	0.28%	0.45%	0.68%
Mar-17	95.34%	2.92%	0.55%	0.13%	0.31%	0.76%
Apr-17	97.06%	0.60%	0.89%	0.40%	0.06%	0.99%
May-17	96.63%	1.30%	0.31%	0.57%	0.34%	0.85%
Jun-17	97.20%	0.67%	0.73%	0.24%	0.28%	0.87%
Jul-17	96.30%	1.71%	0.48%	0.49%	0.32%	0.71%
Aug-17	95.29%	1.16%	1.79%	0.49%	0.37%	0.89%
Sep-17	96.91%	0.50%	0.30%	0.99%	0.12%	1.18%
Oct-17	97.13%	1.03%	0.25%	0.28%	0.32%	0.99%
Nov-17	96.91%	0.95%	0.61%	0.16%	0.21%	1.14%
Dec-17	96.21%	1.19%	0.54%	0.54%	0.29%	1.24%
Jan-18	96.30%	0.91%	0.63%	0.53%	0.46%	1.16%

Feb-18	96.96%	0.83%	0.52%	0.25%	0.43%	1.00%
Mar-18	95.36%	2.21%	0.55%	0.27%	0.24%	1.36%
Apr-18	96.30%	0.55%	1.11%	0.53%	0.11%	1.40%
May-18	94.85%	1.54%	0.74%	1.10%	0.19%	1.59%
Jun-18	96.16%	0.68%	0.51%	0.49%	0.76%	1.40%
Jul-18	95.82%	1.25%	0.27%	0.32%	0.50%	1.84%
Aug-18	95.41%	1.37%	0.92%	0.35%	0.23%	1.72%
Sep-18	95.89%	1.00%	0.77%	0.56%	0.25%	1.53%
Oct-18	96.05%	1.33%	0.42%	0.57%	0.49%	1.15%
Nov-18	96.64%	0.82%	0.88%	0.12%	0.39%	1.14%
Dec-18	95.34%	1.93%	0.61%	0.73%	0.30%	1.09%
Jan-19	96.36%	0.66%	0.63%	0.77%	0.51%	1.07%
Feb-19	96.92%	0.86%	0.34%	0.44%	0.28%	1.15%
Mar-19	96.03%	1.87%	0.38%	0.35%	0.17%	1.21%
Apr-19	96.67%	0.60%	1.05%	0.20%	0.34%	1.15%
May-19	96.42%	1.00%	0.32%	0.77%	0.09%	1.40%
Jun-19	95.96%	1.47%	0.54%	0.26%	0.58%	1.20%
Jul-19	96.38%	0.79%	0.46%	0.74%	0.35%	1.30%
Aug-19	95.66%	0.96%	0.96%	0.48%	0.57%	1.37%
Sep-19	96.87%	0.31%	0.28%	0.86%	0.42%	1.26%
Oct-19	96.48%	1.62%	0.21%	0.24%	0.20%	1.27%
Nov-19	97.34%	0.17%	1.02%	0.13%	0.15%	1.18%
Dec-19	96.62%	1.34%	0.26%	0.68%	0.19%	0.91%
Jan-20	96.69%	0.60%	1.02%	0.20%	0.60%	0.88%
Feb-20	97.32%	0.62%	0.58%	0.24%	0.13%	1.11%
Mar-20	96.43%	1.50%	0.14%	0.13%	0.65%	1.15%
Apr-20	96.71%	0.62%	0.81%	0.13%	0.12%	1.61%
May-20	93.93%	3.54%	0.55%	0.69%	0.11%	1.18%
Jun-20	94.28%	1.58%	2.05%	0.44%	0.52%	1.13%
Jul-20	94.15%	0.95%	1.46%	1.22%	0.84%	1.38%
Aug-20	93.93%	1.22%	0.57%	1.44%	0.88%	1.96%
Sep-20	94.68%	1.56%	0.56%	0.38%	0.98%	1.84%
Oct-20	95.98%	0.71%	0.44%	0.91%	0.31%	1.65%
Nov-20	96.29%	0.85%	0.30%	0.21%	0.72%	1.63%
Dec-20	96.74%	1.10%	0.18%	0.71%	0.19%	1.08%
Jan-21	96.59%	0.60%	0.97%	0.20%	0.64%	0.99%
Feb-21	96.69%	1.02%	0.75%	0.19%	0.56%	0.79%
Mar-21	96.29%	1.52%	0.40%	0.36%	0.37%	1.07%
Apr-21	97.86%	0.36%	0.58%	0.15%	0.23%	0.82%
May-21	96.29%	1.81%	0.47%	0.67%	0.05%	0.72%
Jun-21	96.55%	0.93%	1.07%	0.25%	0.53%	0.67%
Jul-21	95.88%	1.23%	0.51%	1.15%	0.19%	1.03%
Aug-21	95.51%	0.88%	0.80%	0.66%	1.09%	1.07%
Sep-21	97.22%	0.52%	0.27%	0.23%	0.54%	1.22%
Oct-21	97.47%	0.51%	0.15%	0.28%	0.29%	1.30%
Nov-21	97.96%	0.43%	0.29%	0.11%	0.15%	1.06%
Dec-21	97.81%	0.69%	0.16%	0.39%	0.09%	0.86%
Jan-22	98.10%	0.29%	0.52%	0.13%	0.14%	0.82%
Feb-22	98.24%	0.59%	0.35%	0.09%	0.05%	0.68%
Mar-22	97.18%	1.59%	0.40%	0.09%	0.09%	0.65%
Apr-22	97.95%	0.47%	0.71%	0.17%	0.06%	0.63%
May-22	97.28%	0.86%	0.32%	0.77%	0.12%	0.66%
Jun-22	96.67%	1.23%	0.72%	0.21%	0.46%	0.70%
Jul-22	96.12%	1.65%	0.34%	0.62%	0.31%	0.97%

Aug-22	96.26%	0.88%	1.19%	0.28%	0.30%	1.09%
Sep-22	97.38%	0.35%	0.31%	0.96%	0.19%	0.81%
Oct-22	97.65%	0.76%	0.28%	0.19%	0.32%	0.80%
Nov-22	98.13%	0.42%	0.29%	0.14%	0.13%	0.88%
Dec-22	97.19%	1.47%	0.22%	0.16%	0.14%	0.82%
Jan-23	95.80%	1.47%	1.52%	0.25%	0.12%	0.85%
Feb-23	95.11%	2.26%	1.45%	0.24%	0.09%	0.85%
Mar-23	91.54%	5.49%	1.24%	0.19%	0.75%	0.79%
Apr-23	95.67%	0.76%	1.52%	0.51%	0.16%	1.38%

Annualised early termination rates

Month	Outstanding amount of leases early terminated	Annualised early termination rate
Jan-14	2,306,613.19	2.74%
Feb-14	2,348,551.08	2.71%
Mar-14	2,556,389.79	2.84%
Apr-14	2,277,938.22	2.45%
May-14	2,222,533.48	2.32%
Jun-14	1,866,521.16	1.90%
Jul-14	3,186,805.34	3.10%
Aug-14	2,146,883.99	2.05%
Sep-14	1,919,675.62	1.78%
Oct-14	3,076,568.83	2.75%
Nov-14	2,405,863.65	2.10%
Dec-14	2,328,356.95	1.97%
Jan-15	2,335,580.60	1.93%
Feb-15	2,272,527.42	1.84%
Mar-15	2,382,294.15	1.88%
Apr-15	2,419,729.02	1.86%
May-15	1,979,504.53	1.49%
Jun-15	2,288,169.76	1.68%
Jul-15	2,919,980.68	2.09%
Aug-15	2,304,035.20	1.64%
Sep-15	2,127,334.96	1.49%
Oct-15	2,648,459.21	1.81%
Nov-15	2,136,157.94	1.43%
Dec-15	3,589,302.39	2.34%
Jan-16	3,596,816.49	2.29%
Feb-16	4,844,366.54	3.05%
Mar-16	8,833,426.75	5.47%
Apr-16	9,845,873.12	6.01%
May-16	7,595,115.14	4.63%
Jun-16	9,955,602.66	5.98%
Jul-16	9,959,558.72	5.94%
Aug-16	6,248,145.07	3.73%
Sep-16	8,073,128.82	4.78%
Oct-16	10,170,059.12	5.97%
Nov-16	8,245,630.52	4.83%
Dec-16	10,159,107.72	5.88%
Jan-17	10,779,419.22	6.21%
Feb-17	9,417,693.09	5.43%
Mar-17	10,421,057.73	5.94%
Apr-17	9,496,930.21	5.40%
May-17	9,800,668.76	5.56%
Jun-17	11,071,882.27	6.22%
Jul-17	11,536,917.41	6.45%
Aug-17	7,762,468.04	4.34%
Sep-17	9,393,538.43	5.21%
Oct-17	9,911,005.34	5.47%
Nov-17	9,468,237.35	5.15%
Dec-17	10,891,693.95	5.87%
Jan-18	9,203,059.62	4.92%
Feb-18	9,974,965.86	5.34%
Mar-18	10,870,854.43	5.72%
Apr-18	9,236,343.16	4.85%
May-18	8,358,575.08	4.39%
Jun-18	10,363,735.36	5.40%
Jul-18	11,620,532.80	6.01%
Aug-18	9,079,495.84	4.69%
Sep-18	10,611,686.06	5.45%
Oct-18	11,431,226.14	5.83%
Nov-18	10,849,366.38	5.47%
Dec-18	9,562,499.38	4.79%
Jan-19	9,983,844.77	4.97%
Feb-19	9,200,639.89	4.58%
Mar-19	10,003,735.06	4.94%
Apr-19	11,778,371.59	5.80%
May-19	8,479,598.73	4.17%
Jun-19	9,241,020.25	4.54%
Jul-19	10,461,404.56	5.09%
Aug-19	9,357,878.07	4.59%
Sep-19	8,343,867.02	4.12%
Oct-19	12,016,160.44	5.89%
Nov-19	9,842,637.48	4.83%
Dec-19	11,868,686.41	5.74%
Jan-20	11,918,847.70	5.74%
Feb-20	11,977,838.89	5.74%
Mar-20	9,180,080.29	4.43%
Apr-20	1,780,994.55	0.89%
May-20	3,019,001.31	1.52%
Jun-20	10,652,179.85	5.32%
Jul-20	10,600,687.58	5.27%
Aug-20	8,715,583.27	4.36%
Sep-20	9,156,098.64	4.53%
Oct-20	10,906,018.59	5.32%
Nov-20	12,630,652.73	6.13%
Dec-20	11,772,380.22	5.65%
Jan-21	13,144,238.58	6.21%
Feb-21	11,614,690.38	5.50%
Mar-21	11,294,207.94	5.32%
Apr-21	14,990,654.70	7.04%
May-21	10,505,349.51	4.92%
Jun-21	14,168,434.66	6.56%
Jul-21	11,207,263.57	5.15%
Aug-21	8,526,323.30	3.95%
Sep-21	10,619,812.66	4.87%
Oct-21	10,715,810.45	4.92%
Nov-21	9,640,639.12	4.45%
Dec-21	12,281,519.17	5.61%
Jan-22	11,796,370.20	5.38%
Feb-22	10,637,852.59	4.83%
Mar-22	10,666,555.47	4.78%
Apr-22	9,737,342.82	4.33%
May-22	9,247,913.29	4.11%
Jun-22	10,180,612.23	4.50%
Jul-22	8,712,308.96	3.84%
Aug-22	7,754,389.91	3.44%
Sep-22	8,291,475.49	3.65%
Oct-22	9,036,248.31	3.95%
Nov-22	8,001,090.69	3.48%
Dec-22	8,843,732.93	3.79%
Jan-23	9,789,169.52	4.17%
Feb-23	10,516,103.49	4.48%
Mar-23	10,117,983.80	4.25%
Apr-23	10,550,026.50	4.38%

PURCHASE AND SERVICING OF THE RECEIVABLES AND VEHICLES PLEDGE

The following Section relating to the purchase and servicing of the Eligible Receivables is a summary of certain provisions contained in the Master Receivables Transfer Agreement, the Servicing Agreement, the Data Protection Agreement and the Vehicles Pledge Agreement and is subject to the detailed provisions of each of these documents.

PURCHASE OF RECEIVABLES

Initial Purchase of Eligible Receivables

On the Signing Date, the Seller and the Issuer, represented by the Management Company, will enter *inter alios* into the Master Receivables Transfer Agreement pursuant to which the Issuer agrees to purchase (subject to the Conditions Precedent to the purchase of Eligible Receivables as set out in the Master Receivables Transfer Agreement) from the Seller, and the Seller agrees to assign and transfer to the Issuer, all the Seller's right, title and interest in and to Eligible Receivables, subject to, and in accordance with, French law and the provisions of the Master Receivables Transfer Agreement.

Purchase of Additional Eligible Receivables

Pursuant to the Master Receivables Transfer Agreement, the Issuer shall be entitled to purchase Additional Eligible Receivables from the Seller during the Revolving Period, subject to, and in accordance with, French law and the provisions of the Master Receivables Transfer Agreement.

Conditions Precedent to the Purchase of Eligible Receivables

The Management Company shall verify that the following Conditions Precedent to the purchase of any Eligible Receivables are satisfied:

(a) on the Closing Date:

(i) the Issuer has received on or prior to such date all issue proceeds under the Notes and the Residual Units but subject to any set-off applied on the Closing Date, subject to any set-off arrangement provided for in any Transaction Document;

(ii) receipt of notification from DBRS and Moody's to the effect that a rating of "AAA (sf)" by DBRS and "Aaa (sf)" by Moody's, respectively, has been or will be granted to the Class A Notes subject only to the issue of the Class A Notes on the Closing Date;

(iii) receipt of notification from DBRS and Moody's to the effect that a rating of at least "BBB (sf)" by DBRS and "A1 (sf)" by Moody's, respectively, has been or will be granted to the Class B Notes subject only to the issue of the Class B Notes on the Closing Date;

(iv) the General Reserve Account has been credited by the Seller with the General Reserve Cash Deposit Amount in accordance with the provisions of the Master Receivables Transfer Agreement; and

(v) a Swap Agreement having an aggregate notional amount equal to the initial Class A Notes Outstanding Amount Amount at the Closing Date has been entered into with a swap counterparty who is a credit institution having the Required Ratings or whose obligations are guaranteed by a credit institution having the Required Ratings;

(b) on the Closing Date and on the Calculation Date immediately preceding each relevant Transfer Date:

(i) no Amortisation Event has occurred;

(ii) no Seller Termination Event has occurred and is continuing;

(iii) no Servicer Termination Event has occurred and is continuing;

(iv) the Management Company has received all confirmations, representations, warranties, certificates and other information or documents from all parties to the Transaction Documents, which are required under the Transaction Documents;

(v) the acquisition of Additional Eligible Receivables does not entail the downgrading of the then current ratings assigned to the Rated Notes;

(vi) taking into account the relevant Additional Eligible Receivables and excluding any Receivables to be retransferred to the Seller on the following Monthly Payment Date, the Global Portfolio Criteria are complied with on the Cut-Off Date immediately preceding the relevant Transfer Date; and

(vii) the aggregate Receivables Transfer Price of the relevant Additional Eligible Receivables contemplated to be purchased by the Issuer on the relevant Transfer Date on such Transfer Date will not exceed the amount standing to the credit of the Replenishment Ledger as at such date;

(c) on each relevant Transfer Date (including the Closing Date), if a Downgrade Event has occurred and is continuing, delivery by the Seller to the Management Company of a solvency certificate substantially in the form set out in schedule 11 to the Master Receivables Transfer Agreement dated no later than seven (7) Business Days before the relevant Transfer Date; and

(d) on each relevant Transfer Date (other than the Closing Date), the receipt by the Management Company of a certificate of filing (*accusé de dépôt*) with the registry of the Commercial Court of Nanterre of the previous supplemental pledge (*déclaration de gage modificative*) (or, in relation to the Transfer Date immediately following the Closing Date, the initial pledge statement) together with the relevant computer file (if any) or any other document deemed satisfactory for the Management Company in relation to the registration of such previous supplemental pledge (or, in relation to the Transfer Date immediately following the Closing Date, such initial pledge statement).

Procedure

The procedure applicable to the acquisition by the Issuer of any Eligible Receivables from the Seller during the Revolving Period is as follows:

(a) on the relevant Transfer Offer Date, the Seller shall send to the Management Company a Transfer Offer setting out the Eligible Receivables selected by it and to be transferred on the relevant Transfer Date, provided that, in accordance with Article 6(2) of the Securitisation Regulation, the Seller shall not select Eligible Receivables with the aim of rendering losses on the Lease Receivables transferred to the Issuer, measured over a maximum of four (4) years, higher than the losses over the same period on comparable assets held on the balance sheet of the Seller;

(b) on the relevant Transfer Date:

(i) the Seller shall issue and deliver to the Management Company a Transfer Document together with the Leases Files (including a list of all the Series of Receivables relating to the Eligible Receivables to be transferred on such Transfer Date);

(ii) the Issuer shall pay to the Seller the Receivables Transfer Price corresponding to the purchase of the relevant Transferred Receivables, by debiting the Operating Account in accordance with the applicable Priority of Payments and subject to any set-off arrangement provided for in any Transaction Document;

(c) the Issuer shall be entitled to all Collections relating to the relevant Transferred Receivables from the relevant Transfer Effective Date, which shall be paid to the Issuer no later than the Business Day preceding the Monthly Payment Date falling immediately after the relevant Transfer Date; and

(d) in respect of the Closing Date only, the Management Company shall apply the procedure referred to in the Issuer Regulations relating to the issue of the Notes and Residual Units.

Pursuant to the provisions of Article L. 214-169 of the French Monetary and Financial Code, the Eligible Receivables and all attached Ancillary Rights will be transferred from the Seller to the Issuer by the delivery to the Management Company by the Seller of the Transfer Documents, without any further formalities (*de plein droit*). Such transfer shall be effective between the Seller and the Issuer and enforceable against third parties (for the avoidance of doubt, including, without limitation, the debtors) at the date affixed by the Management Company on the relevant Transfer Document upon its delivery by the Seller, irrespective of the date on which the said Receivables came into existence or their maturity or due date, without any further formalities being required, and irrespective of the law governing the said Receivables or the debtor's place of residence (*quelle que soit la date de naissance, d'échéance ou d'exigibilité des créances, sans qu'il soit besoin d'autre formalité, et ce quelle que soit la loi applicable aux créances et la loi du pays de residence des débiteurs*) in accordance with the provisions of articles L. 214-169 and D. 214-227 of the French Monetary and Financial Code (even though the Issuer is entitled to the Collections under such Transferred Receivables from the relevant Transfer Effective Date).

In accordance with article L. 214-169 of the French Monetary and Financial Code:

(a) the assignment of Eligible Receivables by the Seller shall remain valid (*conserve ses effets*), notwithstanding the state of cessation of payments (*l'état de cessation des paiements*) of the Seller on the relevant Transfer Date or the commencement of any proceeding governed by Book VI of the French Commercial Code or, if applicable, any equivalent proceeding governed by any foreign law (*procédure équivalente sur le fondement d'un droit étranger*) against the Seller after such Transfer Date;

(b) the Ancillary Rights (including any Collateral Security) shall be transferred to the Issuer together with the Eligible Receivables to which they are attached, and such transfer shall be enforceable against third parties (for the avoidance of doubt, including, without limitation, the debtors), without any further formality; and

(c) the provisions of article L. 632-2 of the French Commercial Code (relating to the potential nullity of certain acts performed during the suspect period (*période suspecte*) if the creditors who entered into those acts with the relevant debtor knew that the debtor was insolvent) shall not apply to payments received by the Issuer or to any acts which are onerous (*actes à titre onéreux*) carried out by the Issuer or to its benefit (*ne sont pas applicables aux paiements reçus par un organisme de financement, ni aux actes à titre onéreux accomplis par un organisme de financement ou à son profit*) to the extent such payments or such acts are directly connected with the transactions made pursuant to Article L. 214-168 of the French Monetary and Financial

Code (*dès lors que ces paiements ou ces actes sont directement relatifs aux opérations prévues à l'article L. 214-168*).

Suspension of Purchases of Eligible Receivables

Purchases of Eligible Receivables on any Transfer Date may be suspended in the event that any of the Conditions Precedent are not fulfilled on the due date.

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

Receivables Transfer Price

The Receivables Transfer Price for the Eligible Receivables offered for transfer on the Closing Date shall be equal to the aggregate of the Discounted Balance relating to each of the relevant Series of Receivables to be assigned to the Issuer on the Closing Date as of the Cut-Off Date immediately preceding the Closing Date, and as set out in the corresponding Transfer Offer.

The Receivables Transfer Price for the Eligible Receivables offered for transfer on any subsequent Transfer Date shall be equal to the aggregate of the Discounted Balance relating to each of the relevant Series of Receivables to be assigned to the Issuer on such Transfer Date as of the Cut-Off Date immediately preceding such Transfer Date, and as set out in the corresponding Transfer Offer.

The Receivables Transfer Price corresponding to the Transferred Receivables purchased on the Closing Date shall be paid on the Closing Date, by way of transfer of the corresponding Receivables Transfer Price, subject to any set-off arrangement provided for in any Transaction Document, to the credit of the account designated by the Seller to the Management Company.

Each Receivables Transfer Price corresponding to the Transferred Receivables purchased on any subsequent Transfer Date shall be paid on such Transfer Date, by way of transfer of the said Receivables Transfer Price, subject to any set-off arrangement provided for in any Transaction Document and in accordance with, and subject to, the applicable Priority of Payments, to the credit of the account designated by the Seller to the Management Company.

Where applicable, the Issuer shall also pay to the Seller, on each Monthly Payment Date, an Additional Transfer Price equal to the Aggregate Discounted Balance Increase Amount relating to the current Reference Period, by way of transfer of the said Aggregate Discounted Balance Increase Amount due and payable by the Issuer to the Seller on the same Monthly Payment Date and in accordance with, and subject to, the applicable Priority of Payments, to the credit of the account designated by the Seller to the Management Company (provided that Aggregate Discounted Balance Increase Amount may be subject to set-off with the Aggregate Discounted Balance Reduction Amount due by the Seller to the Issuer on such Monthly Payment Date, resulting either in the payment by the Issuer to the Seller of an Aggregate Discounted Balance Net Increase Amount or the payment by the Seller to the Issuer of an Aggregate Discounted Balance Net Reduction Amount (as part of the Deemed Collections) on that Monthly Payment Date).

Retransfer of Performing Receivables in case of Retransfer Option Event

Pursuant to the terms of the Master Receivables Transfer Agreement, for so long as the Seller is not Insolvent, including for the purposes of complying with the provisions of Article 20(13) of the Securitisation Regulation, the Management Company (on behalf of the Issuer) shall request to the Seller to repurchase and the Seller has irrevocably undertaken to repurchase from the Issuer on the applicable Retransfer Date, any Retransfer Option Performing Receivable in relation to which the Management Company has not issued a Revocation Notice (as defined below).

The Management Company may, if it reasonably considers that the Seller will be unable to pay the repurchase price of such receivables, send by no later than on the last day of any Reference Period, a notice (a **Revocation Notice**) by email to the Seller, to inform that it will no longer request the Seller to repurchase any Retransfer Option Performing Receivable.

Retransfer of Transferred Receivables further to a non-Permitted Variation or a significant non compliant variation

Pursuant to the terms of the Master Receivables Transfer Agreement, the Management Company shall request to the Seller to repurchase and the Seller has irrevocably undertaken to repurchase from the Issuer, on the applicable Retransfer Date, any Transferred Receivable corresponding to any Lease Agreement in respect of which the Seller, in its capacity as Servicer, considers that it is necessary to enter into an amendment, variation, termination or waiver to any Lease Agreement (i) that does not constitute a Permitted Variation or (ii) the effect of which would be to render such Lease Agreement or the Transferred Receivables arising therefrom non-compliant with the Eligibility Criteria that would have applied if the relevant Series of Receivable was to be transferred to the Issuer at the time of such amendment, variation termination or waiver.

Retransfer of Performing Receivables and accelerated Transferred Receivables

The Issuer shall also be entitled to retransfer to the Seller, upon request of the latter, any Transferred Receivable:

(a) which has become payable (*créance échue*) or which has been accelerated (*créance déchue du terme*) pursuant to the meaning ascribed to each such term in Article L. 214-169 of the French Monetary and Financial Code (whether such Transferred Receivable is a Defaulted Receivable or a Performing Receivable); and/or

(b) relating to a Lease Agreement that gives rise to a dispute from the relevant Lessee(s) and/or in respect of which the Seller has received a writ being served (*assignation*) by the relevant Lessee(s) or by any other third party on any ground whatsoever,

in accordance with the terms and conditions set out under the terms of the Master Receivables Transfer Agreement. The Management Company, acting reasonably, shall be free to accept or reject, in whole or in part, any such request by the Seller to retransfer Transferred Receivables, and, in case of rejection in whole or in part, shall indicate to the Seller the reason therefor.

Clean-up call

In accordance with, and subject to, the provisions of the Issuer Regulations and the Master Receivables Transfer Agreement, the Seller shall have the right to request the Management Company to transfer back to it on any Monthly Payment Date, in compliance with Articles L. 214-169 *et seq.* of the French Monetary and Financial Code, all Transferred Receivables if the aggregate Discounted Balance of the Series of Receivables relating to non-matured Transferred Receivables (*créances non échues*) is less

than 10.00% of the Aggregate Discounted Balance on the Cut-Off Date immediately preceding the Closing Date.

The Management Company shall, provided that the Retransfer Prices are sufficient to redeem the Class A Notes and the Class B Notes and if all amounts due in respect of items ranking senior to or equal to the Class B Notes are being paid pursuant to the applicable Priority of Payments accept in whole the corresponding Retransfer Request in the manner specified below, except if it has a major reason to reject it, in which case it shall indicate such reason to the Seller.

No active portfolio management of the Transferred Receivables

For the avoidance of doubt, re-transfers of Transferred Receivables by the Issuer shall only occur in the circumstances pre-defined above, and the Management Company shall not carry out any active management of the portfolio of Transferred Receivables on a discretionary basis (meaning, (a) a management that would make the performance of the securitisation dependent both on the performance of the Transferred Receivables and on the performance of the portfolio management of the securitisation or (b) a management performed for speculative purposes aiming to achieve better performance, increased yield, overall financial returns or other purely financial or economic benefit).

Retransfer procedure and Retransferred Amounts

Any retransfer of any Transferred Receivable by the Issuer to the Seller shall be performed in accordance with the procedure set out in the Master Receivables Transfer Agreement. In particular, the Seller shall pay to the Issuer the relevant Retransferred Amount on the relevant Retransfer Date and, upon receipt of such Retransferred Amount, the Management Company shall deliver, pursuant to the provisions of Article L. 214-169 of the French Monetary and Financial Code, to the Seller a duly executed Retransfer Document pursuant to the procedure set out in the Master Receivables Transfer Agreement.

Deemed Collections

Pursuant to the provisions of the Master Receivables Transfer Agreement, the Seller shall, no later than on each Monthly Payment Date, pay to the Operating Account any Deemed Collections due and payable by the Seller to the Issuer on that Monthly Payment Date including any Aggregate Discounted Balance Reduction Amount to the extent not paid by way of set-off against any Aggregate Discounted Balance Increase Amount due on such date by the Issuer to the Seller, as the case may be.

The Set-Off Reserve

Pursuant to the provisions of the Master Receivables Transfer Agreement, the Seller shall, no later than on each Monthly Payment Date, pay any Set-Off Amounts to the Operating Account, provided that the Seller has not repurchased the relevant Series of Receivable.

As security for the due and timely payment of any Set-Off Amounts (as part of the Deemed Collections), the Seller has agreed to establish the Set-Off Reserve upon the occurrence of a Downgrade Event and to maintain and fund such Set-Off Reserve as long as any such Downgrade Event is continuing, by crediting the Set-Off Reserve Account with such amounts as are necessary for the sums standing to the credit to the Set-Off Reserve Account to be equal to the Set-Off Reserve Required Amount, in accordance with the terms of the Master Receivables Transfer Agreement.

Accordingly, the Seller shall, by no later than the Monthly Payment Date immediately following the occurrence of a Downgrade Event, to the extent that such Downgrade Event occurs before the Calculation Date preceding such Monthly Payment Date, or otherwise by no later than the next

following Monthly Payment Date, credit the Set-Off Reserve Account with an amount equal to the then applicable Set-Off Reserve Required Amount.

If, on any subsequent Calculation Date following the credit of the Set-Off Reserve Account by the Seller, such Downgrade Event is continuing, the Seller shall, at the latest at 11:00 a.m. on the Monthly Payment Date immediately following such Calculation Date, credit the Set-Off Reserve Account with such amounts as are necessary to maintain the balance of such Set-Off Reserve Account at the Set-Off Reserve Required Amount applicable as at such Monthly Payment Date.

As long as a Downgrade Event has occurred and is continuing, provided that no Set-Off Amount remains unpaid by the Seller, the Management Company shall repay directly to the Seller, outside the applicable Priority of Payments on each Monthly Payment Date, the relevant Set-Off Reserve Decrease Amount (if any), in accordance with the Master Receivables Transfer Agreement.

On any Monthly Payment Date, if the Seller has breached its obligations to pay any Set-Off Amounts to the Issuer under the Master Receivables Transfer Agreement, the Management Company will be entitled to debit an amount equal to the lower of (i) such due and payable Set-Off Amounts and (ii) the balance of the Set-Off Reserve Account from the Set-Off Reserve Account and credit such amount to the Operating Account and to apply the corresponding funds as Available Collections in accordance with the applicable Priority of Payments on the immediately following Monthly Payment Date.

The Set-Off Reserve will be fully released and retransferred directly to the Seller up to the amount standing to the credit of the Set-Off Reserve Account outside any applicable Priority of Payments on the earlier of (i) the Issuer Liquidation Date, (ii) the Monthly Payment Date on which all Rated Notes have been redeemed in full and (iii) the first Monthly Payment Date following the date on which the Downgrade Event has ceased, subject to the Seller having complied in full with its obligation to pay any and all Set-Off Amounts due and payable pursuant to the Master Receivables Transfer Agreement.

The interest and proceeds of the Authorised Investments, if any, on the Set-Off Reserve Account shall be transferred by the Management Company to the benefit of the Seller on a monthly basis outside of any Priority of Payments.

Representations and Warranties

The Seller represents and warrants to the Issuer, *inter alia*, in the terms summarised below:

(a) as a general matter in relation to itself:

(i) it is duly incorporated and validly existing under the laws of France;

(ii) its entering into and performance of its obligations have been duly authorised by all necessary corporate bodies and other actions and do not contravene any applicable laws or agreements binding upon it;

(iii) it is not subject to or threatened by any legal or other proceedings which, if the outcome was unfavourable, would significantly affect the ability of the Seller to perform its obligations under the Transaction Documents to which it is a party;

(iv) since 31 December 2022, there has not been any change in the Seller's financial situation or activities that would be of such nature as to significantly affect the Seller's ability to perform its obligations under the Transaction Documents to which it is a party; and

(v) there is no Seller Termination Event.

(b) specifically, that the Receivables sold by it to the Issuer, the related Lease Agreements and the Lessees have satisfied all of the applicable Eligibility Criteria and the Global Portfolio Criteria as of the relevant Cut-Off Date.

The Seller will also give the additional representations and warranties in relation to the Receivables, the Lease Agreements and the Lessees as detailed in the Section entitled "*The Lease Agreements and the Receivables – Additional Representations and Warranties*" on page 121.

The Performance Reserve

Seller Performance Undertakings

In accordance with the Master Receivables Transfer Agreement, the Seller shall ensure:

(a) the continuation of all Designated Lease Agreements (as long as they are Performing Lease Agreements) in accordance with the Underwriting and Management Procedures (including after recalculations under such Designated Lease Agreement), the Servicing Procedures and the provisions of the relevant Contractual Documents and Transaction Documents and the payment in full of all amounts collected in relation to the Transferred Receivables to the Operating Account;

(b) upon termination of any Designated Lease Agreement that is a Performing Lease Agreements, the sale of the relevant Vehicle in accordance with the Underwriting and Management Procedures, the Servicing Procedures and the provisions of the relevant Contractual Documents and Transaction Documents and the full payment of the proceeds to the Issuer to the credit of the Operating Account within ninety (90) Business Days after the termination of the relevant Designated Lease Agreement, unless the Seller has repurchased the relevant Transferred Receivables and the corresponding Retransferred Amount has been paid to the Issuer,

(c) in the event that any Lessee defaults under a Designated Lease Agreement:

(i) the continuation of such Designated Lease Agreement (including after recalculations under such Designated Lease Agreement) in accordance with the Underwriting and Management Procedures, the Servicing Procedures and the provisions of the relevant Contractual Documents and Transaction Documents; or

(ii) the termination of such Designated Lease Agreement and the enforcement of the remedies available to the Servicer and/or Seller to recover any unpaid amount thereunder (including, as the case may be, the repossession and sale of the relevant Vehicle) in accordance with the Underwriting and Management Procedures, the Servicing Procedures and the provisions of the relevant Contractual Documents and Transaction Documents and the full payment of the proceeds to the Issuer to the credit of the Operating Account within ninety (90) Business Days after the termination of the relevant Designated Lease Agreement,

unless the Seller has repurchased the relevant Transferred Receivables and the corresponding Retransferred Amount has been paid to the Issuer; and

(d) the compliance by the Seller with its covenants under the Master Receivables Transfer Agreement in all material respects,

(the **Seller Performance Undertakings**).

In the event that the Seller has failed to comply with the Seller Performance Undertaking described under limb (b) or (c) (ii) of the definition above within the time period specified, the Seller shall, within the immediately following ten (10) Business Days, provide the Management Company with elements demonstrating that (1) it has used its best efforts to recover and sell the relevant Vehicle in accordance with its usual management and operational procedures, (2) an external reason is delaying the recovery and/or the sale of such Vehicle and/or (3) the Vehicle is so damaged that it is difficult to resale it within the required timing or the costs to repair it are too high compared to the expected resale proceeds. At the end of such ten (10) Business Day-period, the Management Company shall analyse the elements provided to it by the Seller and, on this basis:

(a) confirm that the Seller has fully complied with its Seller Performance Undertaking described under limb (b) or (c) (ii), as applicable, of the definition thereof; or

(b) decide whether:

(i) to grant an additional period of time to the Seller to comply with such limb (b) or (c) (ii); or

(ii) to declare the Seller as having breached such Seller Performance Undertaking.

Establishment, replenishment, release and use of the Performance Reserve

In the event of a failure by the Seller to comply with the Seller Performance Undertakings with respect to a Series of Receivables of the Issuer, the Seller has undertaken to indemnify the Issuer by paying an amount equal to the Compensation Payment Obligation in respect of the relevant Lease Agreement, in accordance with and subject to the provisions of the Master Receivables Transfer Agreement.

As security for the due and timely payment of any Compensation Payment Obligation, the Seller has agreed to establish the Performance Reserve upon the occurrence of a Downgrade Event and to maintain and fund such Performance Reserve as long as any such Downgrade Event is continuing, by crediting the Performance Reserve Account with such amounts as are necessary for the sums standing to the credit to the Performance Reserve Account to be equal to the Performance Reserve Required Amount, in accordance with the terms of the Master Receivables Transfer Agreement.

Accordingly, the Seller shall, by no later than the Monthly Payment Date immediately following the occurrence of a Downgrade Event, to the extent that such Downgrade Event occurs before the Calculation Date preceding such Monthly Payment Date, or otherwise by no later than the next following Monthly Payment Date, credit the Performance Reserve Account with an amount equal to the then applicable Performance Reserve Required Amount.

If, on any subsequent Calculation Date following the credit of the Performance Reserve Account by the Seller, a Downgrade Event is continuing, the Seller shall, at the latest at 11:00 a.m. on the Monthly Payment Date immediately following such Calculation Date, credit the Performance Reserve Account with such amounts as are necessary to maintain the balance of such Performance Reserve Account at the Performance Reserve Required Amount applicable as at such Monthly Payment Date.

As long as a Downgrade Event has occurred and is continuing, provided that no Compensation Payment Obligation remains unpaid by the Seller, the Management Company shall repay directly to the Seller, outside the applicable Priority of Payments on each Monthly Payment Date, the relevant Performance Reserve Decrease Amount (if any), in accordance with the Master Receivables Transfer Agreement.

From any date on which the Seller breaches any of the Seller Performance Undertakings in relation to a Designated Lease Agreement of the Issuer and has not paid the corresponding Compensation Payment Obligation (other than through the debit of any amounts standing to the credit of the Performance

Reserve Account) to the Issuer, the Performance Reserve shall no longer be released to the Seller and the Management Company will be entitled to debit an amount equal to the lower of (i) such due and payable Compensation Payment Obligation and (ii) the balance of the Performance Reserve Account from the Performance Reserve Account and credit such amount to the Operating Account, and to apply the corresponding funds as Available Collections in accordance with the applicable Priority of Payments on the immediately following Monthly Payment Date. The payment by the Seller (other than through the debit of any amounts standing to the credit of the Performance Reserve Account) of the required Compensation Payment Obligation shall cure any breach by the Seller of the corresponding Seller Performance Undertakings and as such the Performance Reserve shall be released to the Seller in the circumstances described above.

The Performance Reserve will be fully released and retransferred directly to the Seller up to the amount standing to the credit of the Performance Reserve Account outside any applicable Priority of Payments on the earlier of (i) the Issuer Liquidation Date, (ii) the Monthly Payment Date on which all Rated Notes have been redeemed in full and (iii) the first Monthly Payment Date following the date on which the Downgrade Event has ceased, subject to the Seller having complied in full with its obligation to pay any and all Compensation Payment Obligations due and payable pursuant to the Master Receivables Transfer Agreement.

The interest and proceeds of the Authorised Investments, if any, on the Performance Reserve Account shall be transferred by the Management Company to the benefit of the Seller on a monthly basis outside of any Priority of Payments.

The Maintenance Reserve

Seller Maintenance Undertakings

In accordance with the Master Receivables Transfer Agreement, the Seller has undertaken to procure that the maintenance and all other services subscribed by the Lessees under or in connection with the relevant Designated Lease Agreement (e.g., card and fuel supply, tire supply, provision of rental cars, breakdown service, brokerage of insurance services, etc.) (the **Lease Services**) be provided by appropriate services providers within the timing and in the manner provided for by the terms of such Designated Lease Agreement (the **Seller Maintenance Undertakings**).

Pursuant to the Master Receivables Transfer Agreement, the Seller shall only be considered to be in breach of the Seller Maintenance Undertakings with respect to a Series of Receivables assigned to the Issuer:

(a) where any of the relevant Lease Services are not provided or not properly provided due to a failure by the Seller to pay all or part of the amounts payable to a services provider (including any VAT thereon and all fees, costs and expenses relating thereto) for the provision of such Lease Services (the **Maintenance Costs**), and that such failure remains uncured for three (3) Business Days;

(b) where the relevant Lease Services are not provided or not properly provided by the relevant services provider other than due to a failure by the Seller to pay any part of the Maintenance Costs owed to such services provider, if the Seller has not applied the Servicing Procedures and/or has not acted with the same level of diligence that it usually applies for Lease Agreements that are not Designated Lease Agreements, in respect of the procurement of the Lease Services by services providers in accordance with the relevant Designated Lease Agreement (including, to the extent it would have done so for Lease Agreements that are not Designated Lease Agreements, by replacing the relevant servicers provider by a replacement services provider).

In such event, the Seller has undertaken to pay to the Issuer:

(i) in case (a) above, an amount equal to such part of the Maintenance Costs which the Seller has failed to pay;

(ii) in case (b) above, such Maintenance Costs, reasonably estimated by the Seller in consideration of the terms of the relevant Contractual Documents and in accordance with the Servicing Procedures, that ought to be have been paid by the Seller to a replacement services provider for the provision of the relevant Lease Services (and which have not been paid to such replacement services provider), provided that if the Seller fails to provide the Management Company with such estimate within ten (10) Business Days of a request to that effect, the Management Company shall be entitled to apply its own reasonable estimate,

(each, a **Maintenance Amount**) in accordance with and subject to the provisions of the Master Receivables Transfer Agreement. The Management Company shall transfer the corresponding funds (outside of any Priority of Payments) to the Back-Up Maintenance Coordinator to pay the relevant services providers or otherwise use such funds as it deems fit to ensure the continuation and the performance of the Lease Services. Notwithstanding the payment of any Maintenance Amount to the Issuer, the Seller shall collaborate in good faith with the Management Company and/or any Back-Up Maintenance Coordinator towards the continuation of the Lease Services.

For the avoidance of doubt, the Seller will not be considered to be in breach of the Seller Maintenance Undertakings if the Lease Services are not provided due to a failure by the relevant Lessee to take the steps necessary for such purpose or to a failure by the relevant services providers to perform the relevant Lease Services in circumstances other than as specifically referred to in (a) and (b) above.

Establishment, replenishment, release and use of the Maintenance Reserve

As security for the due and timely payment of any Maintenance Amounts, the Seller has agreed to establish the Maintenance Reserve upon the occurrence of a Downgrade Event and to maintain and fund such Maintenance Reserve as long as any such Downgrade Event is continuing, by crediting the Maintenance Reserve Account with such amounts as are necessary for the sums standing to the credit to the Maintenance Account to be equal to the Maintenance Reserve Required Amount, in accordance with the terms of the Master Receivables Transfer Agreement.

Accordingly, the Seller shall, by no later than the Monthly Payment Date immediately following the occurrence of a Downgrade Event, to the extent that such Downgrade Event occurs before the Calculation Date preceding such Monthly Payment Date, or otherwise by no later than the next following Monthly Payment Date, credit the Maintenance Reserve Account with an amount equal to the then applicable Maintenance Reserve Required Amount.

If, on any subsequent Calculation Date following the credit of the Maintenance Reserve Account by the Seller, such Downgrade Event is continuing, the Seller shall, at the latest at 11:00 a.m. on the Monthly Payment Date immediately following such Calculation Date, credit the Maintenance Reserve Account with such amounts as are necessary to maintain the balance of such Maintenance Reserve Account at the Maintenance Reserve Required Amount applicable as at such Monthly Payment Date.

As long as a Downgrade Event has occurred and is continuing, provided that no Maintenance Amount remains unpaid by the Seller, the Management Company shall repay directly to the Seller, outside the applicable Priority of Payments on each Monthly Payment Date, the relevant Maintenance Reserve Decrease Amount (if any), in accordance with the Master Receivables Transfer Agreement.

From any date on which the Seller breaches any of the Seller Maintenance Undertakings in relation to a Designated Lease Agreement of the Issuer and has not paid the corresponding Maintenance Amount

(other than through the debit of any amounts standing to the credit of the Maintenance Reserve Account) to the Issuer, the Maintenance Reserve shall no longer be released to the Seller but may be used pursuant to the provisions below. The payment by the Seller (other than through the debit of any amounts standing to the credit of the Maintenance Reserve Account) of the required Maintenance Amount shall cure any breach by the Seller of the corresponding Seller Maintenance Undertakings and as such the Maintenance Reserve shall be released to the Seller in the circumstances described above.

From any date on which the Seller breaches any of the Seller Maintenance Undertakings, and provided that the Seller has not fully paid the corresponding Maintenance Amount to the Issuer, the Management Company will be entitled to debit an amount equal to the lower of (i) such due and payable Maintenance Amount and (ii) the balance of the Maintenance Reserve Account from the Maintenance Reserve Account and transfer the corresponding funds (outside of any Priority of Payments) to any Back-Up Maintenance Coordinator to pay the relevant services providers and, after payment of the relevant services providers, otherwise use such funds as it deems fit to ensure the continuation of the Lease Services.

The Maintenance Reserve will be fully released and retransferred directly to the Seller up to the amount standing to the credit of the Maintenance Reserve Account outside any applicable Priority of Payments on the earlier of (i) the Issuer Liquidation Date, (ii) the Monthly Payment Date on which all Rated Notes have been redeemed in full and (iii) the first Monthly Payment Date following the date on which the Downgrade Event has ceased, subject to the Seller having complied in full with its obligation to pay any and all Maintenance Amounts due and payable pursuant to the Master Receivables Transfer Agreement.

The interest and proceeds of the Authorised Investments, if any, on the Maintenance Reserve Account shall be transferred by the Management Company to the benefit of the Seller on a monthly basis outside of any Priority of Payments.

Back-Up Maintenance Coordinator Facilitator

Under the Master Receivables Transfer Agreement, the Back-Up Maintenance Coordinator Facilitator has undertaken to use all reasonable endeavours to identify and approach any potential Suitable Entity to act as Back-Up Maintenance Coordinator to carry out the duties of the Seller on substantially the same terms as those in the Master Receivables Transfer Agreement with respect to the Lease Services within ninety (90) calendar days of the occurrence of a Downgrade Event (provided no Seller Termination Event has occurred).

Following the selection by the Back-Up Maintenance Coordinator Facilitator of a Suitable Entity to act as Back-Up Maintenance Coordinator, the Management Company, acting in the name and on behalf of the Issuer, will appoint, with the prior consent of the Custodian (such consent not being unreasonably withheld), such entity as Back-Up Maintenance Coordinator, provided that such person shall stand by until it is notified by the Management Company of the occurrence of a Seller Termination Event and of its activation.

Upon the occurrence of a Seller Termination Event:

(a) if a Back-Up Maintenance Coordinator has been appointed following the occurrence of a Downgrade Event, the Back-Up Maintenance Coordinator Facilitator shall forthwith appoint such Back-Up Maintenance Coordinator to act as a Substitute Maintenance Coordinator to carry out the duties of the Seller with respect to the Lease Services; or

(b) if no Back-Up Maintenance Coordinator has been appointed following the occurrence of a Downgrade Event, the Back-Up Maintenance Coordinator Facilitator shall use all reasonable endeavours to identify and approach any potential Suitable Entity to act as a Substitute

Maintenance Coordinator within ninety (90) calendar days of such Seller Termination Event; and following the selection by the Back-Up Maintenance Coordinator Facilitator of a Suitable Entity to act as Substitute Maintenance Coordinator, the Management Company shall appoint, with the prior consent of the Custodian (such consent not being unreasonably withheld), such entity as Substitute Maintenance Coordinator in accordance with, and subject to, the provisions of the Master Receivables Transfer Agreement.

SERVICING OF THE TRANSFERRED RECEIVABLES

In accordance with Article L. 214-172 of the French Monetary and Financial Code and with the provisions of the Servicing Agreement, the Seller has been appointed by the Management Company as Servicer. As Servicer, the Seller shall continue to exercise the duties with respect to the administration, the recovery and the collection of the Transferred Receivables which it previously carried on in its capacity as originator of those Transferred Receivables, in its capacity as Servicer.

Duties of the Servicer

Pursuant to the Servicing Agreement, the Servicer undertakes to perform the following tasks and to provide such other duties as detailed therein or as the Management Company may reasonably request in relation to the Transferred Receivables:

(a) to provide services in relation to the collection of the Transferred Receivables and, when required, the repossession of the Vehicles and/or the realisation of any Collateral Security included in the Ancillary Rights attached to the Transferred Receivables;

(b) to provide services in relation to the transfer of the Collections and the payment of all amounts due by the Servicer and/or the Seller (in any capacity whatsoever) under the Servicing Agreement to the Issuer;

(c) to provide certain data administration and cash management services in relation to the Transferred Receivables;

(d) to report to the Management Company on a monthly basis on the performance of the Transferred Receivables in the Monthly Servicer Report to be established in the form set out in the Servicer Agreement; and

(e) to provide certain custody services in relation to the Contractual Documents.

The Servicer undertakes to comply in all material respects with the applicable Servicing Procedures in the event that there is any default or breach by any Lessee in relation to any Transferred Receivables. The current Servicing Procedures of the Seller in relation to management of Leases where payments have fallen into arrears are summarised in the Section entitled "*Underwriting, Management and Servicing Procedures*" on page 169.

The Servicer may amend or replace the Servicing Procedures at any time, provided that (i) the Management Company and the Rating Agencies are informed of any material amendment or replacement and no Rating Agency has notified the Management Company or the Servicer that such amendment or replacement may result in the downgrading of the then current ratings assigned to the Rated Notes, (ii) an overview of any such material amendment to or substitution of Servicing Procedures will be provided to the Noteholders without undue delay and (iii) the Servicer shall ensure that the Servicing Procedures are and will remain in compliance with all laws and regulations applicable to the servicing of that type of receivables the non-compliance of which would adversely affect the rights of the Issuer.

The Servicer has undertaken to identify and individualise each and every Transferred Receivable, so that each Lessee and each Transferred Receivable may be identified and individualised (*désignée et individualisée*) at any time as from the Information Date preceding the Monthly Payment Date on which the relevant Transferred Receivable was transferred.

In the event that the Servicer has to face a situation that is not expressly envisaged by the said Servicing Procedures, it shall act in a commercially prudent and reasonable manner.

In applying the Servicing Procedures or taking any action in relation to any particular Lessee which is in default or which is likely to be in default, the Servicer shall only deviate from the relevant Servicing Procedures if it reasonably believes that doing so will enhance recovery prospects or minimise loss relating to the Transferred Receivables relating to that particular Lessee.

Notwithstanding the Servicing Procedures, the Servicer shall not be entitled to agree to any amendment or variation, whether by way of written or oral agreement and shall not exercise any right of termination or waiver, in relation to any Transferred Receivables, or to the relevant Lease Agreement or the Ancillary Rights if the effect of any such amendment, variation, termination or waiver would be to render such Transferred Receivables non-compliant with the Eligibility Criteria that would have applied if such Receivable was to be transferred to the Issuer at the time of such amendment, variation, termination or waiver (but for the avoidance of doubt, the Servicer shall be entitled to agree to any such amendment or variation or termination or waiver if it, acting as Seller, repurchases the relevant Series of Receivable in accordance with and subject to the terms of the Master Receivables Transfer Agreement).

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

Pursuant to Article D. 214-233 of the French Monetary and Financial Code and the provisions of the Servicing Agreement, the Servicer shall ensure the safekeeping of the Contractual Documents relating to the Transferred Receivables and their Ancillary Rights. In this respect, the Servicer shall be responsible for the safekeeping of the Transferred Receivables and Ancillary Rights attached thereto and shall establish appropriate documented custody procedures and an independent internal ongoing control of such procedures.

In accordance with the provisions of the Servicing Agreement:

(a) the Custodian shall ensure, on the basis of a statement of the Servicer, that appropriate documented custody procedures have been set up. This statement shall enable the Custodian to verify that the Servicer has established appropriate documented custody procedures allowing the safekeeping of the Transferred Receivables, their security interests and Ancillary Rights and that the Transferred Receivables are collected for the sole benefit of the Issuer; and

(b) at the request of the Management Company or the Custodian, the Servicer shall as soon as possible (*dans les meilleurs délais*) provide to the Custodian or any other entity designated by the Custodian and the Management Company, the Contractual Documents relating to the Transferred Receivables.

The Servicer undertakes not to take any action or any decision in respect of the Transferred Receivables, the relevant Contractual Documents or the relevant Lease Agreements that could adversely affect the validity or the recoverability of the Transferred Receivables in whole or in part, or which could harm, in any other way, the interest of the Issuer in the Transferred Receivables or in the Ancillary Rights, provided that the Servicer shall be permitted to take any initiative or action expressly permitted by the

Transaction Documents or the Servicing Procedures. It shall not assign in any way any of the Transferred Receivables or the corresponding Contractual Documents or attempt to carry out any such action in any way whatsoever, except if and where expressly permitted pursuant to the Transaction Documents to which it is a party.

Finally, it shall not create and will not allow the creation or continuation of any right whatsoever encumbering all or part of the Transferred Receivables, except if and where expressly permitted by the Transaction Documents or the Servicing Procedures.

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

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

Transfer of Collections

Subject to and in accordance with the provisions of the Master Receivables Transfer Agreement, the Seller shall pay to the benefit of the Issuer all Collections received and accounted for in respect of the relevant Transferred Receivables between the relevant Transfer Effective Date and the relevant Transfer Date by transferring any such Collections to the Operating Account no later than the Business Day preceding the Monthly Payment Date falling immediately after the relevant Transfer Date (subject to any set-off arrangements provided for in any Transaction Document).

In accordance with the provisions of the Servicing Agreement, the Servicer shall:

(a) collect, transfer and deposit (or ensure the collection, transfer and deposit), in an efficient and timely manner, to the Servicer's collection accounts, all other Collections falling under item (a), (b) or (c) of the definition of that term in respect of the Transferred Receivables;

(b) pay to the Issuer no later than on the Business Day immediately preceding each Monthly Payment Date, (i) in respect of Collections other than Collections falling under item (d), (e) or (f) of the definition of that term, all such Collections received, or (ii) for as long as the Seller and the Servicer are the same entity, in respect of Collections falling under item (e) or (f) of the definition of that term, all Collections that became due and payable by it in its capacity as Seller, in each case during the immediately preceding Reference Period, by crediting an amount equal to such Collections to the Operating Account;

(c) pay to the Issuer no later than on each Monthly Payment Date, for as long as the Seller and the Servicer are the same entity, in respect of Collections falling under item (d) of the definition of that term, all Collections that became due and payable by it in its capacity as Seller, in each case during the immediately preceding Reference Period, by crediting an amount equal to such Collections to the Operating Account (subject to any set-off arrangements provided for in any Transaction Document); and

(d) more generally, pay to the Operating Account all amounts due and payable by the Seller or the Servicer pursuant to the Transaction Documents to which they are parties, on the relevant contractual payment date set out therein.

For the avoidance of doubt, where an amount is expressed to be payable to the Issuer under the Transaction Document by TEMsys both as Seller and the Servicer, such amount shall only be paid once.

Reports

On each Information Date, the Servicer shall provide to the Management Company (with a copy to the Custodian) the Monthly Servicer Report and such other information as the Management Company may from time to time reasonably request. The Monthly Servicer Report is in the form set out in the Servicing Agreement and contains, *inter alia*, information relating to the performance of the Transferred Receivables.

Removal of Servicer

The Management Company is entitled to terminate the appointment of the Servicer if a Servicer Termination Event has occurred in accordance with and subject to the Servicing Agreement.

Within ninety (90) calendar days following the occurrence of a Downgrade Event with respect to the Servicer, the Management Company as Back-Up Servicer Facilitator shall use all reasonable endeavours to identify and approach any potential Suitable Entity to act as Back-Up Servicer. Following the selection by the Back-Up Servicer Facilitator of a Suitable Entity to act as Back-Up Servicer, the Management Company, acting in the name and on behalf of the Issuer, will appoint, with the prior consent of the Custodian (such consent not being unreasonably withheld), such entity as Back-Up Servicer in accordance with, and subject to, Article L. 214-172 of the French Monetary and Financial Code and the Servicing Agreement, provided that such person shall stand by until it is notified by the Management Company of a termination of the Servicing Agreement.

Upon the occurrence of a Servicer Termination Event:

(i) if a Back-Up Servicer has been appointed following the occurrence of a Downgrade Event, the Back-Up Servicer Facilitator shall forthwith appoint such Back-Up Servicer to act as a Substitute Servicer; or

(ii) if no Back-Up Servicer has been appointed after the occurrence of a Downgrade Event with respect to the Servicer, the Management Company as Back-Up Servicer Facilitator shall use all reasonable endeavours to identify and approach any potential Suitable Entity to act as a Substitute Servicer within thirty (30) calendar days. In this respect, the Back-Up Servicer Facilitator shall:

  (a) identify and approach Suitable Entities;

  (b) request each Suitable Entity identified to provide a written fee quote; and

  (c) select the most suited Suitable Entities as Back-Up Servicer or Substitute Servicer (as applicable) upon receipt of each such fee quote.

  Following the selection by the Back-Up Servicer Facilitator of a Suitable Entity to act as Substitute Servicer, appointing, with the prior consent of the Custodian (such consent not being unreasonably withheld), such entity as Substitute Servicer in accordance with, and subject to, Article L. 214-172 of the French Monetary and Financial Code and the Servicing Agreement.

A Servicer Termination Event includes, *inter alia*:

(a) any failure by the Servicer to make any payment or deposit required by the terms of the Servicing Agreement or any other Transaction Document to which it is a party within five (5) Business Days of the date such payment or deposit is required to be made; and

(b) insolvency or analogous events in relation to the Servicer.

Amendment to Lease Agreements

The Servicer will agree that no changes or variations shall be made to the Lease Agreements comprised in the Transferred Receivables unless (i) such changes are Permitted Variations or (ii) the Servicer, acting as Seller, repurchases the relevant Transferred Receivables in accordance with and subject to the terms of the Master Receivables Transfer Agreement.

Notification to relevant Lessees and other debtors of the Transferred Receivables

Upon the occurrence of a Servicer Termination Event, the Management Company (or any third party or any Substitute Servicer designated by it) shall as soon as reasonably practicable, subject to the receipt from the Data Protection Agent of the Key in accordance with the Data Protection Agreement, (i) notify the relevant Lessees and any debtors under the Transferred Receivables the contact details of which are known to the Management company at that time of the assignment of the relevant Receivables to the Issuer (or, in relation to debtors the contact details of which are not known at that time, including without limitation any future buyer of a Vehicle, as soon as reasonably practicable upon obtaining knowledge of the contact details of such debtors) and (ii) instruct the relevant Lessees and debtors to pay any amount owed under the Receivables into any account opened in the name of the Issuer or any Substitute Servicer or any other person designated by the Management Company, and specified in the notification.

In addition, upon the occurrence of a Servicer Termination Event, the Management Company shall inform as soon as reasonably practicable the Main Vehicle Purchasers and the Main Auctioneers of the transfer of the corresponding Vehicle Sale Receivables and instruct them to pay (or, in relation to Main Auctioneers, make commercially reasonable efforts to obtain that the Main Auctioneers (i) notify in advance, in the name and on behalf of the Issuer, any buyer of Vehicles of the transfer of the corresponding Vehicle Sale Receivable and (ii) instruct such buyer of Vehicles to pay) any purchase price owed under such Vehicle Sale Receivables into an account opened in the name of the Issuer or any Substitute Servicer or any other person designated by the Management Company, and specified in the notification.

The Commingling Reserve

In accordance with the provisions of the Servicing Agreement, the Servicer shall, inter alia, pay to the Issuer:

(a) no later than on the Business Day immediately preceding each Monthly Payment Date:

  (i) in respect of Collections other than Collections falling under item (d), (e) or (f) of the definition of that term, all such Collections received during the immediately preceding Reference Period; and

  (ii) for as long as the Seller and the Servicer are the same entity, in respect of Collections falling under item (e) or (f) of the definition of that term, all Collections that became due and payable by it in its capacity as Seller, during the immediately preceding Reference Period,

(b) no later than on each Monthly Payment Date, for as long as the Seller and the Servicer are the same entity, in respect of Collections falling under item (d) of the definition of that term, all Collections that became due and payable by it in its capacity as Seller, during the immediately preceding Reference Period,

by crediting an amount equal to such Collections to the Operating Account (subject to any set-off arrangements provided for in any Transaction Document).

As security for the due and timely payment by the Servicer of any such Collections to the Issuer, the Servicer has agreed to establish the Commingling Reserve upon the occurrence of a Downgrade Event and to maintain and fund such Commingling Reserve as long as any such Downgrade Event is continuing, by crediting the Commingling Reserve Account with such amounts as are necessary for the sums standing to the credit to the Commingling Reserve Account to be equal to the Commingling Reserve Required Amount, in accordance with the terms of the Servicing Agreement.

Accordingly, the Servicer shall, by no later than the Monthly Payment Date immediately following the occurrence of a Downgrade Event, to the extent that such Downgrade Event occurs before the Calculation Date preceding such Monthly Payment Date, or otherwise by no later than the next following Monthly Payment Date, credit the Commingling Reserve Account with an amount equal to the then applicable Commingling Reserve Required Amount.

If, on any subsequent Calculation Date following the credit of the Commingling Reserve Account by the Servicer, such Downgrade Event is continuing, the Servicer shall, at the latest at 11:00 a.m. on the Monthly Payment Date immediately following such Calculation Date, credit the Commingling Reserve Account with such amounts as are necessary to maintain the balance of such Commingling Reserve Account at the Commingling Reserve Required Amount applicable as at such Monthly Payment Date.

As long as a Downgrade Event has occurred and is continuing, provided that no Collections remain unpaid by the Servicer, the Management Company shall repay directly to the Servicer, outside the applicable Priority of Payments on each Monthly Payment Date, the relevant Commingling Reserve Decrease Amount (if any), in accordance with the Servicing Agreement.

From any date on which the Servicer breaches its obligation to pay any Collections to the Issuer under the Servicing Agreement, the Management Company will be entitled to debit an amount equal to the lower of (i) the amount of such unpaid Collections and (ii) the balance of the Commingling Reserve Account from the Commingling Reserve Account and credit such amount to the Operating Account (it being understood that where such Collections correspond to a Set-Off Amount due and payable by the Seller as part of the Deemed Collection, such unpaid amount shall in priority be debited from the Set-Off Reserve Account and, where so debited from the Set-Off Reserve Account, not debited a second time from the Commingling Reserve Account), and to apply the corresponding funds as Available Collections in accordance with the applicable Priority of Payments on the immediately following Monthly Payment Date.

The Commingling Reserve will be fully released and retransferred directly to the Servicer up to the amount standing to the credit of the Commingling Reserve Account outside any applicable Priority of Payments on the earlier of (i) the Issuer Liquidation Date, (ii) the Monthly Payment Date on which all Rated Notes have been redeemed in full and (iii) the first Monthly Payment Date following the date on which the Downgrade Event has ceased, subject to the Servicer having complied in full with its obligation to pay any and all Collections due and payable pursuant to the Servicing Agreement.

The interest and proceeds of the Authorised Investments, if any, on the Commingling Reserve Account shall be transferred by the Management Company to the benefit of the Servicer on a monthly basis outside of any Priority of Payments.

DATA PROTECTION AGREEMENT

The Seller, in such capacity, under the Master Receivables Transfer Agreement, and as Servicer, under the Servicing Agreement, has undertaken to provide the Management Company with certain Personal Data relating to the Receivables to be assigned to the Issuer or, once assigned, relating to the Transferred Receivables, namely, the names and addresses of the Lessees, the Main Auctioneers and the Main Vehicle Purchasers, in an encoded file (being the Electronic Protected File), which can only be decrypted with the Key (it being agreed that the Electronic Protected File will also include information

on the Lessees, the Main Auctioneers and the Main Vehicule Purchasers which is not Personal Data). The Seller, in such capacity, pursuant to the Master Receivables Transfer Agreement and as Servicer, pursuant to the Servicing Agreement, will deliver the relevant Electronic Protected File to the Management Company on the Closing Date and on each Information Date during the Revolving Period.

Pursuant to the Data Protection Agreement, the Seller has undertaken to deliver the Key on or prior to the Closing Date at the premises of the Data Protection Agent and the Data Protection Agent has undertaken to confirm in writing to the Management Company and the Custodian that it has received the Key. The Seller shall ensure at all times that the Key effectively allows the decryption of the Electronic Protected File and shall accordingly provide to the Data Protection Agent any update of such Key as necessary.

The Data Protection Agent shall keep the Key in escrow and safe custody and shall perform annual tests on the Key to ensure that it is suitable to decrypt the Electronic Protected File. Pursuant to the Data Protection Agreement, the Data Protection Agent shall only remit the Key to the Management Company (or to any person designated by it) upon removal of the Servicer.

VEHICLES PLEDGE AGREEMENT

Under the terms of the Vehicles Pledge Agreement, the Seller as pledgor will undertake to constitute in favour of the Issuer a pledge without dispossession (*gage sans dépossession*) pursuant to articles 2333 *et seq.* of the French Civil Code (*Code civil*), over the Vehicles corresponding to the Transferred Receivables, as security for the due and timely performance by ALD Automotive of all of its present and future payment obligations, as Seller and Servicer, under the Seller Performance Undertakings and all present and future payment obligations of the Seller *vis-à-vis* the Issuer to pay any Compensation Payment Obligation.

To the extent where the proceeds resulting from the enforcement of the Vehicles Pledge in respect of a given Pledged Vehicle exceed the amount of the obligations secured by the Vehicles Pledge that are due and payable at the time of the enforcement of the Vehicles Pledge in respect of that Pledged Vehicle, such excess (*soulte*) shall be paid by the Issuer to the Seller, outside of any Priority of Payments, on the Issuer Liquidation Date.

In any event, and regardless of the method of enforcement of the Vehicles Pledge, any such enforcement proceeds will only be included in the Available Collections or paid to the Seller, as the case may be, in accordance with the above provisions, after the sale of the relevant Pledged Vehicle, and exclusively out of the net amount effectively received by the Issuer from such sale. In addition, any part of such amount corresponding to an excess (*soulte*) as mentioned above and related to a given Pledged Vehicle, shall be offset against the amount of any obligation secured by the Vehicles Pledge and related to another Pledged Vehicle (i) becoming due and payable from time to time and remaining unpaid and (ii) which could not be satisfied through the proceeds of the enforcement of the Vehicles Pledge in respect of such other Pledged Vehicle.

Where a Pledged Vehicle has not been sold as part of the enforcement process, the Management Company shall organise its sale thereafter, considering applicable market conditions, and acting in the best interest of the Issuer and of the Noteholders and Residual Unitholder(s).

GOVERNING LAW AND SUBMISSION TO JURISDICTION

The Master Receivables Transfer Agreement, the Servicing Agreement, the Data Protection Agreement and the Vehicles Pledge Agreement are governed by French law. Any dispute in connection with these agreements will be submitted to the exclusive jurisdiction of the *Tribunal de Commerce* of Paris or, under the circumstances provided for by Article L. 722-4 of the French Commercial Code, the relevant competent courts in commercial matters within the jurisdiction of the *Cour d'appel* of Paris.

UNDERWRITING, MANAGEMENT AND SERVICING PROCEDURES

The following are a summary of the Underwriting and Management Procedures and the Servicing Procedures.

TEMsys, alias ALD Automotive, as the Seller, has internal policies and procedures in relation to the granting of credit, administration of credit-risk bearing portfolios and risk mitigation which broadly include:

- criteria for the granting of credit and the process for approving, amending, renewing and refinancing credits;
- systems in place to administer and monitor the various credit-risk bearing portfolios and exposures;
- diversification of credit portfolios given the ALD Automotive's target market and overall credit strategy; and
- policies and procedures in relation to risk mitigation techniques.

ALD Automotive as Seller and Servicer has, since the start of the relevant business activities and, therefore, for substantially more than five years as at the date of this Prospectus, gained experience in the field of the origination and servicing of lease receivables *vis-à-vis* corporate customers (as well as consumers) such as the Transferred Receivables.

The normal business procedures of ALD Automotive are outlined below:

Underwriting and Management Procedures

Origination and Underwriting

ALD Automotive's credit risk policy is issued by the general management based on international group guidelines of Société Générale Group and ALD SA, considering French regulatory requirements.

The customers and prospects of ALD Automotive are merchants (sole traders or limited companies) or public debtors and consumers.

Credit applications are either created by ALD Automotive's sales team or directly on point of sales by car dealers within partnerships with manufacturers. All credit applications are created by using ALD Automotive's customer relationship management system Salesforce.

The credit applications contain mandatorily the following information:

- customer data and client identification;
- applied credit limit (amount);
- contract data; and
- pricing data.

The credit analysis is performed by the central credit department in the head office in Clichy. All applications are routed through a decision algorithm, which checks the eligibility for an automatic decision (until EUR 40,000 exposure) or a manual underwriting (above EUR 40,000 or for groups).

Main drivers of the decision engine include external scores (Flash-Lease, Creditsafe), internal information if the applicant is already known (existing exposure, payment behaviour) and a set of rules (e.g. : selected financial information, type of activity, date of foundation, anti-fraud items…). If the

decision cannot be taken automatically, the analysis is performed by a credit analysist, which completes a full financial analysis based also on qualitative information from all possible sources (SG Group internal information, public databases, Web…).

ALD Automotive measures credit exposure per client as aggregated sum of the net book value of the vehicles leased out deducted by the respective estimated residual values under all lease agreements concluded with the client. The net book value is calculated based on a straight-line depreciation down to the estimated residual value during the lease maturity.

For each prospect, a credit limit is set that reflects the maximum accepted credit exposure for this prospect.

All customers are granted with a credit-rating (reflecting a probability of default) which is produced and stored in ALD Automotive's common rating tool MAGISTER. This system uses Moody's methodology and is adapted for ALD Automotive to each country considering local specific variables.

For customers with an applied credit limit exceeding EUR 40,000 the rating is usually calculated based on financial data ("**Calculated Mode**").

- If a customer has already been granted with a valid rating by SG, it is taken over as a priority.
- For customers and prospects without valid SG rating that cannot be rated by the Calculated Mode of MAGISTER (e.g. because the turnover is less than EUR 500,000), the rating is taken over from Flash Lease, whose rating scale is in line with SG.

The credit analysis is finalised by the analyst with a recommendation. In certain cases, an additional security (such a deposit, a down-payment or parent guarantee) is required. Depending on the amount of the credit limit and the credit rating, the credit application can be decided by an analyst or a manager of the credit department. In case of commercial escalation, an arbitrage can be given in very rare cases by the general manager, following a negative opinion of the risk-department. Credit applications which exceed ALD Automotive's authorities (maximum of EUR 8,000,000), require the approval of Société Générale risk department.

The documentation of the credit approval and the communication with the sales is performed within Salesforce.

After all necessary approvals are received and required securities are granted, the Credit line is "opened" into the IT system by the credit-department. Without a valid credit limit, no contracts can be activated and no order can be placed in the leasing booking system.

A credit limit is valid for a maximum of 12 months. A renewal of the credit limit requires a new credit application, analysis (based on new financials basically) and approval.

Internal credit limits are neither disclosed nor confirmed to the customer. Thus, in case of negative information received about a customer or payment issues, the credit limit can be frozen at any time either by the credit-department or the collection department.

Residual Value Setting

The estimated residual value of a lease contract is set in order to reflect most precisely the expected revenues at contract end from the sale of the vehicle and the final settlement with the customer.

All vehicles are allocated to standard residual value matrixes that define for all relevant lease maturities and mileages upper limits for estimated residual values to be used for the calculation of lease instalments.

In semi-annual, the allocation of the vehicles to standard residual value matrixes is reviewed using ALD Automotive's current and historical sales performance and lifecycle information.

Based on this review ALD Automotive's residual value committee proposes adjustments which are implemented after ALD SA review and approval.

Higher estimated residual values than set in the standard residual value matrices are only used if the residual value risk is born by a third party, i.e. a dealer or manufacturer granting a buy back option.

Servicing Procedures

The Transferred Receivables are administered together with all other lease receivables of TEMsys ("**ALD**") according to its Servicing Procedures.

Save as expressly required under the relevant Lease Agreement, the assignment of the Transferred Receivables will be notified to the relevant Lessees only upon the occurrence of a Servicer Termination Event in relation to the Servicer only (which includes termination events in relation to the Seller, for as long as the Servicer and the Seller are the same legal entity).

Collections

Lease instalments are invoiced monthly or quarterly. The customer may choose whether he receives one invoice per lease contract or an invoice for a group of lease contracts. The monthly and quarterly invoices cover the agreed instalments for all services. Additional invoices are also charged with the same frequency with the exception of invoices relating to the fuel consumption who are always charged monthly.

Currently approximately 80 per cent. of ALD's customers pay by a Single Euro Payments Area (SEPA) direct debit mandate, a minority of pay by cheque and the remaining 20 per cent pay by wire transfer. The rejection of a direct debit or an invoice still unpaid one day after the due date are considered as past due.

Unless there is a dispute with the debtor, ALD's soft collections department will take immediate action in order to collect the amount as soon as possible. ALD contacts the client alternately by mail and phone to discover the cause for non-payment and agree on concrete actions both on debtor's and ALD's side. The recovery scenarios are defined according to the type of client (corporate, state enterprise, small enterprise…) and monitored through ALD's tool: ALTIPILOTE. It consists alternately of correspondence email, mail and phone calls. The number and frequency vary according to the scenario.

If the soft collections department cannot collect undisputed amounts or disputes cannot be resolved within 90 days the file is transferred to the hard collections department. The hard collections department takes immediate action to collect the outstanding balance. If the customer does not fulfil its obligation and legal requirements are met, ALD may decide to terminate the lease and repossess the vehicle, as applicable. Early termination costs, repossession costs and any other costs related to the collection process are charged to the customer.

If the customer does not pay the claim within 30 days after presenting the invoice of such costs (termination costs, repossession costs and any other costs related to the collection process) the collections department initiates a legal procedure to collect the claim.

All insolvencies are managed in the hard collections department or by Concilian (see below). Immediately after receipt of information about a lessee's insolvency the administrator is contacted and informed about the lease contracts and ALD's property rights.

After termination, re-possession and remarketing of the vehicle and execution of any securities a final settlement (including early termination costs, repossession costs and any other cost related to the collection process) is set up and sent to the insolvency administrator.

After the claims have been registered by the administrator the doubtful receivables are written off.

Provisions related to doubtful customers are reported on a monthly basis.

Collection organisation

ALD manages the collection and litigation process for customers with fleet of 10 vehicles or more. Since 2008, the soft and hard collection of receivables for smaller fleets is outsourced to Concilian, which belongs to SG Group and which applies the same rules as ALD.

Contract adjustment

Contracts can be recalculated or adjusted by mutual agreement in case of mileage deviation or contract duration reduction or extension.

Contract adjustments are applied retrospectively; the difference in lease instalments for the lease time gone is charged or credited in a one-off sum.

Extension of Lease Agreements

Lease contracts approaching the contracted maturity can either be ended or at the customer's request extended.

If a customer requests to extend its current lease contract for a certain period, ALD checks whether it is economically viable to extend the lease contract. In most cases an extension is acceptable and the lease contract is recalculated.

If customers do not notify ALD regarding the return of the vehicle or the customer wants to extend the usage of the car only for a short period of time the lease contract continues with the same lease instalments. ALD will recalculate the lease contract at the restitution of the vehicle.

Remarketing

Before the end of a lease contract the customer notifies ALD at which date the vehicle can be returned. The effective date of return defines the termination of the lease contract (provided that, in accordance the relevant Lease Agreement, all necessary documents such as the vehicle registration certificate are also returned to ALD).

ALD picks up the vehicle after documenting the state of the car and any visible damages in a return certificate signed by the customer or the driver. The vehicle is transported to the ALD's central used car site where an external expert reviews the state of the vehicle and documents any damages by photos. Eventually, an expert opinion is set up used for remarketing and for the final settlement with the customer. The expert opinion also outlines any damages not covered by ALD's guidelines for wear and tear.

The vehicle is cleaned, if necessary repaired and prepared for remarketing. ALD's remarketing experts define the best sales channel for remarketing the vehicle.

Most vehicles are sold through ALD's internet auctions to vehicle dealers. Some vehicles are sold to drivers. Vehicles in a very good state and with low mileage are sold via ALD's retail outlets to retail customers.

The vehicle is only handed over to the new owner after receipt of full payment for the vehicle.

Final Settlement

After termination of a lease contract an invoice is issued settling the excess or under mileage above resp. below the contracted mileage. If applicable under the relevant Lease Agreement, excess/under mileage is not charged / credited if the deviation to the contracted mileage is less than 5,000 km.

The final settlement also includes damages not covered by ALD's guidelines and outlined in the expert opinion produced after return of the vehicle.

The information in the foregoing paragraphs has been provided by ALD Automotive, and ALD Automotive is solely responsible for the accuracy of the preceding paragraphs, provided that, with respect to any information included herein and specified to be sourced ALD Automotive (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the above information available to it from the Seller and the Servicer, no facts have been omitted, the omission would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy hereof.

DESCRIPTION OF THE SELLER

ALD France

TEMsys, known under its commercial name "ALD Automotive" (**ALD Automotive**), incorporated under the laws of French Republic, registered with the commercial register of Nanterre under RCS 351 867 692 and having its registered office at 15 Allées de l'Europe – Clichy acts as Seller and Servicer under the Transaction.

Organisation and Business Model

ALD Automotive is part of the ALD Group, the full-service leasing and fleet management business line of SG Group.

The ultimate major shareholder of ALD Automotive is Société Générale S.A. via ALD, (ALD is holding 99,99 per cent of ALD Automotive's voting shares).

The ALD Group manages more than 1,810,000 vehicles (as of 31 December 2022) in 43 countries with 7,050 employees. Combining professionalism and quality of services provides companies with value-added integrated solutions both at national and international levels.

In France, ALD Automotive offers full-service leasing and fleet management services. Overall, ALD Automotive serves a fleet of more than 485,000 vehicles (as of 31 December 2022) in France.

ALD Automotive's sales teams serve customers and prospects all over France and trough a national network of 32 contacts points: 16 Mobility Centers (ALD Automotive dedicated site to provide 360° mobility services for core-business customers) and 12 commercial representations (office inside the Société Générale building).

The business model of ALD Automotive offers full-service leasing through direct acquisition of fleet customers and through co-operations with some manufacturers or brokers that do not provide full-service leasing directly via their own/captive organisations. Within the co-operations the sales teams of the partner mediate ALD Automotive products labelled with the manufacturer's/partner brand.

ALD Automotive maintains used car sites in 12 major towns in France. These sites are operated for the sale of returned lease vehicles to wholesale and retail customers.

All other business processes such as credit acceptance and risk management, residual value setting and financial controlling are performed in the head office in Clichy.

ALD Automotive employs 1,295 employees (as of 31 December 2022).

Products and Services

ALD Automotive's customers are public debtors, merchants or consumers. This includes as well small companies, professionals as subsidiaries of big international corporates and private customers.

ALD Automotive operate leases with a broad range of services such as maintenance and tyre services, insurance and damage handling, fuel management and road assistance.

Products of ALD Automotive

ALD Automotive offers a comprehensive range of products related to vehicle leasing and management to its customers.

In addition to the "pure" financial service product which only covers the lease interest component and the lease principal component, a client may conclude additional Lease Services with ALD Automotive.

ALD Automotive currently offers the main following Lease Services to its clients:

Maintenance and Repairs

If a lessee has concluded the maintenance and repairs services for the leased vehicle, ALD Automotive enables the performance and bears the costs of all compulsory maintenance work recommended by the vehicle's manufacturer including the material required, repair of all damages caused by wear and tear, charges for the regular main inspections, emission tests, special brakes inspections if required and towing to the nearest authorised repair shop up to 50 km if necessary.

Any additional costs for fuel or electricity and for engine oils to be refilled according to the manufacturer's specifications, general refill liquids, operating materials as well as washing, cleaning, polishing of the vehicle, software updates, acquisition and replacement of navigation data are borne by the lessee.

Maintenance and repair orders can be placed by the lessee using the ALD Automotive service card. The service documents entitle the lessee to place orders on behalf and for the account of ALD Automotive. Orders for compulsory maintenance and repair of wear and tear must be placed with a repair shop authorised by ALD Automotive (more than 4,000 sites in France).

Lease Services Fixed Instalments: Based on the contracted lease maturity and mileage, ALD Automotive charges a fixed monthly or quarterly service instalment agreed in an individual contract with the financial service instalment.

ALD Automotive bears the risk of higher maintenance and services costs.

At contract end ALD Automotive performs a final settlement of this service regarding the actual duration and actual mileage driven. Excess mileage is charged to the lessee applying the prices / excess kilometre as agreed in the individual contract.

Tyre Service

In the individual contract where this type of service is subscribed for, ALD Automotive entitles the lessee to receive a defined number of tyres of a defined size and type during the lease term at ALD Automotive 's contracted suppliers. If subscribed by the lessee, winter tyres may also be provided if and seasonal storage of summer / winter tyres may be included.

Any costs incurring for tyre pressure controlling systems or changes of tyres beyond the agreed number, size or type are not included and have to be borne by the lessee.

Orders for tyre change can be placed by the lessee using the ALD Automotive service card and the ALD Automotive tyre service order form (service documents) at ALD's contracted suppliers. The service documents entitle the lessee to place orders on behalf and for the account of ALD Automotive.

Fuel Service

If inclusion of fuel service has been agreed, ALD Automotive provides the lessee with fuel and/ or charging cards entitling the lessee to obtain fuel/ electricity at fuel chains/ charging points contracted by ALD Automotive.

The lessee pays a monthly or quarterly fuel service fee for the provision of the fuel/ charging cards agreed upon in the individual contract. Any fuel/ electricity obtained by the lessee is charged monthly to the lessee in a separate invoice.

Insurance Service

If inclusion of insurance service has been agreed, ALD Automotive arranges an insurance cover for the customer to the extent and conditions agreed upon in a separate agreement.

The lessee pays a monthly or quarterly insurance service instalment agreed upon in the individual contract. ALD Automotive is entitled to adjust the insurance service instalment if the insurance fee charged by the insurer changes.

If motor vehicle third-party liability insurance and comprehensive insurance are concluded by the lessee through ALD Automotive, out-of court handling of third-party liability and vehicle claims shall be dealt with ALD Automotive.

The driver is supported by a telephone hotline available "24 hours a day, 7 days a week". This hotline arranges the pick-up of the car if necessary and ensures the mobility of the driver.

Mobility Services

The Lessee may benefit from a replacement vehicle in certain cases and for durations set out in the lease agreements. ALD Automotive does not maintain an own fleet of rental cars but does sources those cars with car rental companies.

This service is charged with the monthly or quarterly rent if subscribed.

EXPECTED WEIGHTED AVERAGE LIFE OF THE CLASS A NOTES

Estimates of the weighted average life of the Class A Notes contained in this Section are supplied for information only and are forward-looking statements. Such estimates are subject to risks, uncertainties and other factors and it can be expected that some or all of the assumptions underlying them may differ or may prove substantially different from the actual realised figures. Consequently, the actual results might differ from the projections and such differences might be material. Moreover, past financial performance should not be considered as a reliable indicator of future performance and prospective purchasers of the Class A Notes should be cautioned that any forward-looking statements are not guarantees of performance and that investing in the Class A Notes involves risks and uncertainties, many of which are beyond the control of the Issuer. None of the Management Company, the Custodian, the Seller, the Servicer, the Issuer Account Bank, the Paying Agent, the Listing Agent, the Data Protection Agent, the Swap Counterparty, the Arranger, the Sole Bookrunner and the Joint Lead Managers has attempted to verify any such statements, nor does it make any representation, express or implied, with respect thereto.

The concept of weighted average life (the **Weighted Average Life** or **WAL**) of the Class A Notes refers to the expected average amount of time that will elapse from the Closing Date to the date of repayment of the principal outstanding amount of the Class A Notes to the Noteholders.

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

The Weighted Average Life of the Class A Notes may also be influenced by factors like arrears or Lease Agreement Recalculations.

The model used for the purpose of calculating estimates presented in this Prospectus employs one (1) component, being an assumed constant per annum rate of early termination rate (the **CPR**).

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

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

The tables below were prepared based on the characteristics of the selected portfolio as of 30 April 2023 and the following additional assumptions (the **Modelling Assumptions**):

(a) the Notes are issued on the Closing Date of 27 June 2023;

(b) the first Monthly Payment Date will be 27 July 2023 and thereafter each following Monthly Payment Dates will be the 27th of each month (whether it is a Business Day or not);

(c) the relative contractual amortisation schedule of each pool of Additional Eligible Receivables transferred to the Issuer on each Monthly Payment Date of the Revolving Period has the same relative contractual amortisation schedule as that of a unique Lease Agreement with the following characteristics:

(i) a remaining term equal to 42 months being the weighted average initial term of recently originated eligible Lease Agreements less one month;

(ii) an amortization of the Lease Agreement (using constant installment calculated with an implicit interest rate equal to the Discount Rate) to 52.00% of the initial balance over the remaing term;

(d) the Transferred Receivables are fully performing and do not show any delinquencies or defaults;

(e) the Transferred Receivables are not subject to Lease Agreement Recalculations;

(f) the Transferred Receivables are repurchased by the Seller on the scheduled contractual maturity for a price equal to the Estimated RV;

(g) no Transferred Receivables are repurchased by the Seller prior to the scheduled contractual maturity; and

(h) the Class A Notes start to amortise on the Monthly Payment Date falling in July 2024 and no Amortisation Event has occurred;

The actual characteristics and performance of the Transferred Receivables are likely to differ from the assumptions used in constructing the tables set forth below. Those tables are purely indicative and provided only to give a general sense of how the principal cash flows might behave under varying scenarii (e.g., it is not expected that the Transferred Receivables will prepay at a constant rate until maturity). Furthermore, it is not expected that all of the Transferred Receivables will be early terminated at the same rate or that the Transferred Receivables will be fully performing or that no Lease Agreement Recalculation will occur or that the Additional Eligible Receivables transferred to the Issuer on each Monthly Payment Date will have the characteristics corresponding to item (c) of the Modelling Assumptions.

Any difference between such assumptions and the actual characteristics and performance of the Transferred Receivables will cause the Weighted Average Lives of the Class A Notes to differ (which difference could be material) from the corresponding information in the tables. The approximate average lives and expected maturity dates of the Class A Notes, based on the modelling assumptions, at the following assumed levels of CPR would be as follows:

Weighted Average Life Table

	Class A Notes		
CPR	**Weighted Average Life (in years)**	**First Principal Payment Date**	**Last Principal Payment Date**
0.0%	2.18	Jul-24	Oct-26
2.5%	2.15	Jul-24	Oct-26
5.0%	2.12	**Jul-24**	**Sep-26**
7.5%	2.09	Jul-24	Sep-26
10.0%	2.06	Jul-24	Aug-26

The exact average lives of the Class A Notes cannot be predicted as the actual future levels of the CPR and a number of other relevant factors are unknown.
The average lives of the Class A Notes are subject to factors largely outside the control of the Issuer and consequently no assurance can be given that the assumptions and the estimates above will prove in any way to be realistic and they must therefore be viewed with considerable caution.

USE OF PROCEEDS

The net amount of the proceeds of the issuance of the Notes to be issued on the Closing Date will be used by the Management Company to finance the purchase of the Eligible Receivables from the Seller on the Closing Date, arising from 29,303 Lease Agreements and for an amount of €689,699,820 (being equal to the Aggregate Discounted Balance of such Lease Agreements as at the Cut-Off Date immediately preceding the Closing Date), in accordance with, and subject to, the provisions of the Master Receivables Transfer Agreement.

The Receivables Transfer Price payable by the Issuer to the Seller for the Eligible Receivables to be transferred by the Seller to the Issuer on the Closing Date will be equal to €689,700,300 and will be paid by the Issuer to the Seller on the Closing Date.

TERMS AND CONDITIONS OF THE NOTES

The following are the terms and conditions of the Class A Notes, the Class B Notes and the Class C Notes (together, the **Notes**) in the form (subject to completion and amendment) in which they will be set out in the Issuer Regulations. These terms and conditions include summaries of, and are subject to, the detailed provisions of the Issuer Regulations and the other Transaction Documents.

1. FORM, DENOMINATION AND TITLE

(a) The Issuer shall, on the Closing Date, issue the Class A Notes in the denomination of €100,000 each in the total amount of the Class A Notes Issue Amount, the Class B Notes in the denomination of €100,000 each in the total amount of the Class B Notes Issue Amount and the Class C Notes in the denomination of €100,000 in the total amount of the Class C Notes Issue Amount.

(b) The Class A Notes will be issued by the Issuer in bearer dematerialised form (*en forme dématérialisée au porteur*) in compliance with Article L. 211-3 of the French Monetary and Financial Code. The Class B Notes, the Class C Notes and Residual Units will be issued in dematerialised registered form (*en forme dématérialisée au nominatif*) in compliance with Articles L. 211-3 *et seq*. of the French Monetary and Financial Code. No physical documents of title will be issued in respect of the Class A Notes, the Class B Notes and the Class C Notes.

(c) The issue price of each Class A Note shall be 100.00% of the nominal value of such Class A Note.

(d) The issue price of each Class B Note shall be 100.00% of the nominal value of such Class B Note.

(e) The issue price of each Class C Note shall be 100.00% of the nominal value of such Class C Note.

(f) The Class A Notes are, upon issue, admitted to the CSDs, which shall subsequently credit the accounts of Account Holders affiliated with them. Title to the Class A Notes shall at all times be evidenced by entries in the books of the Account Holders affiliated with the CSDs, and a transfer of Class A Notes may only be effected through registration by the CSDs of the transfer in the register of the Account Holders held by them.

(g) Title to the Class B Notes and the Class C Notes shall at all times be evidenced by entries in the register of the Registrar, and a transfer of Class B Notes or Class C Notes may only be effected through registration by the transfer in such register.

(h) All Class A Notes shall be fungible among themselves. All Class B Notes shall be fungible among themselves. All Class C Notes shall be fungible among themselves. The Class A Notes, the Class B Notes and the Class C Notes shall not be considered as forming part of the same category as, and shall not be fungible with, any other Class of Notes issued by the Issuer.

2. INTEREST

2.1 Interest Periods and Monthly Payment Dates

Period of Accrual

All the Class A Notes shall bear interest in arrear from (and including) the Closing Date, to (but excluding) the earlier of:

(a) the date on which the Class A Notes Outstanding Amount is reduced to zero; and

(b) the Legal Maturity Date,

and shall accrue interest on their respective Class A Notes Outstanding Amount at the Class A Notes Interest Rate as calculated in accordance with Condition 2.2 (Interest Rate), on a monthly basis.

All the Class B Notes shall bear interest in arrear from (and including) the Closing Date, to (but excluding) the earlier of:

(a) the date on which the Class B Notes Outstanding Amount is reduced to zero; and

(b) the Legal Maturity Date,

and shall accrue interest on their respective Class B Notes Outstanding Amount at the Class B Notes Interest Rate as calculated in accordance with Condition 2.2 (Interest Rate), on a monthly basis.

All the Class C Notes shall bear interest in arrear from (and including) the Closing Date, to (but excluding) the earlier of:

(a) the date on which the Class C Notes Outstanding Amount is reduced to zero; and

(b) the Legal Maturity Date,

and shall accrue interest on their respective Class C Notes Outstanding Amount at the Class C Notes Interest Rate as calculated in accordance with Condition 2.2 (Interest Rate), on a monthly basis.

Interest Periods

For all Class A Notes, Class B Notes and Class C Notes, the interest period shall be:

(a) the period commencing on (and including) the Closing Date, and ending on (but excluding) the first Monthly Payment Date following such Closing Date; and

(b) the subsequent periods commencing on (and including) a Monthly Payment Date and ending on (but excluding) the immediately following Monthly Payment Date (each, an **Interest Period**).

Interest Payment Dates

Interest on the Class A Notes, the Class B Notes and the Class C Notes shall be payable in arrears on each Monthly Payment Date.

2.2 Interest Rate

Rate of Interest

The annual interest rate applicable from time to time to the Class A Notes (the **Class A Notes Interest Rate**) in respect of each Interest Period shall be the aggregate of (i) the relevant Applicable Reference Rate and (ii) the Relevant Margin (as defined below), where:

(a) the relevant Applicable Reference Rate shall mean (x) as of the Closing Date and until the last Monthly Payment Date before a Base Rate Modification is made further to the occurrence of a Base Rate Modification Event, the EURIBOR Reference Rate, which shall be equal to the relevant EURIBOR for one month euro deposits in respect of each Interest Period and (y) as of the first Monthly Payment Date after a Base Rate Modification is made further to the occurrence of a Base Rate Modification Event , the Alternative Base Rate (as defined in Condition 8.3 (Additional Right of Modification without Noteholders' consent in relation to EURIBOR Discontinuation or Cessation)) as may be adjusted taking into account the Adjustment Spread; and

(b) the Relevant Margin shall be 0.68% per annum.

If that rate is less than zero, the Class A Notes Interest Rate shall be deemed to be zero.

As interest is calculated using the Applicable Reference Rate plus the Relevant Margin (being a floating rate), the expected yield of the Class A Notes cannot be calculated on the Closing Date.

The annual interest rate applicable from time to time to the Class B Notes shall be equal to 6.00% per annum (the **Class B Notes Interest Rate**)

The annual interest rate applicable from time to time to the Class C Notes in respect of each Interest Period shall be equal to 6.00% per annum (the **Class C Notes Interest Rate**).

Day Count Fraction

The day count fraction in respect of the calculation of an amount of interest on the Class A Notes for any Interest Period will be computed and paid on the basis of the actual number of days in the relevant Interest Period divided by 360.

The day count fraction in respect of the calculation of an amount of interest on the Class B Notes and the Class C Notes for any Interest Period will be computed and paid on the basis of the actual number of days in the relevant Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (a) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (b) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365).

EURIBOR

(a) The rate of interest payable in respect of the first Interest Period in respect of the Class A Notes will be determined by the Management Company, as soon as practicable after 10.00 a.m. (Paris time) two (2) Business Days before the Closing Date.

(b) The Class A Notes Interest Rate for any subsequent Interest Period until the replacement of EURIBOR following the occurrence of a Base Rate Modification Event shall be respectively determined by the Management Company, acting for and on behalf of the Issuer, on the following basis:

(i) on the Interest Determination Date, the Management Company will determine the interest rate applicable to deposits in euros in the Eurozone for a period of one (1) month which appears on the display page so designated on the Reuters service as the EURIBOR01 Page (the **Screen Rate**) (or such replacement page with the service which displays this information) at about 11.00 a.m. (Paris time) on such Interest Determination Date;

(ii) if, on any Interest Determination Date, the Screen Rate is unavailable at such time and on such date (or such other page as aforesaid), the Management Company will determine the interest rate for deposits in euro for a period of one (1) month quoted on any electronic rate information page or pages as may be selected by it displaying quotes for the EURIBOR on the Interest Determination Date in question being, if more than one rate is quoted and the rates quoted are not the same, the arithmetic mean (rounded to five decimal places, 0.000005 being rounded upwards) of the rates so quoted;

(iii) if, on any Interest Determination Date, the Screen Rate is unavailable at such time and on such date (or such other page as aforesaid) or pursuant to sub-paragraph (ii) above for the relevant Interest Period, the Management Company will request the principal Eurozone office of each of the Reference Banks, which expression shall include any substitute reference bank(s) duly appointed by the Management Company, to provide the Management Company with their quoted rates to prime banks in the Eurozone for one (1) month euro deposits in the Eurozone interbank market as at or about 11.00 a.m. (Paris time) in each case on the Interest Determination Date in question. The EURIBOR for one (1) month euro deposits shall be determined as the arithmetic mean (rounded to five decimal places, 0.000005 being rounded up) of the offered quotations of those Reference Banks. If, on any such Interest Determination Date, only two or three of the Reference Banks provide such offered quotations to the Management Company, EURIBOR for one (1) month euro deposits shall be determined, as aforesaid, on the basis of the offered quotations of those Reference Banks providing such quotations. If, on any such Interest Determination Date, only one or none of the Reference Banks provides the Management Company with such an offered quotation, the Management Company shall select two banks (or, where only one of the Reference Banks provides such a quotation, one additional bank) to provide such a quotation or quotations to the Management Company and EURIBOR for one (1) month euro deposits shall be determined, as aforesaid, on the basis of the offered quotations of such banks as so agreed (or, as the case may be, the offered quotations of such bank as so selected and the relevant Reference Bank). If no such bank or banks is or are so selected or such bank or banks as so selected does or do not provide such a quotation or quotations, then EURIBOR for one (1) month euro deposits shall be the EURIBOR rate in effect for the last preceding Interest Period to which sub-paragraph (i) or (ii) or the foregoing provisions of this sub-paragraph (iii) shall have applied.

(iv) If a Base Rate Modification Event has occurred with respect to the Class A Notes at that time, Condition 8.3 (Additional Right of Modification without Noteholders' consent in relation to EURIBOR Discontinuation or Cessation) shall apply,

and the Class A Notes Interest Rate for such Interest Period shall be the sum of the Relevant Margin and the rate or (as the case may be) the arithmetic means so determined.

For the purposes of these Conditions, **Eurozone** means the region comprised of Member States that have adopted as their legal currency the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March 1957), as amended by the Treaty on European Union (signed in Maastricht on 7 February 1992) and the Treaty of Amsterdam (signed in Amsterdam on 2 October 1997).

There will be no maximum rate of interest. The rate of interest on any Notes shall never be less than zero.

Rounding

The interest amount payable on each Note is rounded to the nearest cent (half a cent being rounded downwards).

2.3 Determinations and Calculations Binding

All notifications, opinions, determinations, calculations and decisions given, expressed, made or obtained for the purposes of this Condition 2 (Interest) by the Management Company shall (in the absence of gross negligence (*faute lourde*), wilful misconduct (*faute dolosive*), bad faith (*mauvaise foi*) or manifest error (*erreur manifeste*)) be binding on the Management Company and the Class A Noteholders, the Class B Noteholders and the Class C Noteholders.

2.4 Reference Banks

The Management Company shall procure that, so long as any of the Class A Notes remains outstanding, there will be at all times four (4) Reference Banks for the determination of the Applicable Reference Rate (to the extent applicable). The Management Company reserves the right at any time to terminate the appointment of a Reference Bank and designate a substitute Reference Bank. Written notice of any such substitution will be given to the Custodian and the Paying Agent.

3. STATUS AND RELATIONSHIP BETWEEN THE CLASS A NOTES AND THE OTHER NOTES

3.1 Status and Ranking of the Class A Notes

(a) The Class A Notes constitute direct, unsecured and unconditional obligations of the Issuer and all payments of principal and interest with respect to the Class A Notes shall be made pursuant to the applicable Priority of Payments.

(b) The Class B Notes constitute direct, unsecured and unconditional obligations of the Issuer and all payments of principal and interest with respect to the Class B Notes shall be made pursuant to the applicable Priority of Payments.

(c) The Class C Notes constitute direct, unsecured and unconditional obligations of the Issuer and all payments of principal and interest with respect to the Class C Notes shall be made pursuant to the applicable Priority of Payments.

3.2 Relationship between the Notes

The relationship between the Notes shall be as follows:

(a) payments of interest in respect of the Class B Notes are subordinated to payments of interest in respect of the Class A Notes;

(b) payments of interest in respect of the Class C Notes are subordinated to payments of interest and principal in respect of the Rated Notes;

(c) payments of principal in respect of the Class B Notes are subordinated to payments of interest and principal in respect of the Class A Notes; and

(d) payments of principal in respect of the Class C Notes are subordinated to payments of interest and principal in respect of the Rated Notes.

4. AMORTISATION

4.1 Revolving Period

During the Revolving Period, the Class A Notes, the Class B Notes and the Class C Notes will not be amortised and the Class A Noteholders, the Class B Noteholders and the Class C Noteholders will only receive payments of interest on each Monthly Payment Date in accordance with the provisions of the applicable Priority of Payments.

4.2 Amortisation Period

On any Monthly Payment Date falling within the Amortisation Period:

(a) the Class A Notes shall be subject to a pro rata amortisation, on a *pari passu* basis, in accordance with the applicable Priority of Payments and in an amount equal to the Class A Notes Amortisation Amount;

(b) the Class B Notes shall be subject to a pro rata amortisation, on a *pari passu* basis, in accordance with the applicable Priority of Payments and in an aggregate amount equal to the Class B Notes Amortisation Amount; and

(c) the Class C Notes shall be subject to a pro rata amortisation, on a *pari passu* basis, in accordance with the applicable Priority of Payments and in an aggregate amount equal to the Class C Notes Amortisation Amount.

4.3 Accelerated Amortisation Period

On any Monthly Payment Date falling within the Accelerated Amortisation Period:

(a) the Class A Notes shall be subject to mandatory pro rata amortisation on each Monthly Payment Date until the Class A Notes are amortised in full, on a *pari passu* basis, in accordance with the applicable Priority of Payments;

(b) the Class B Notes shall be subject to mandatory pro rata amortisation on each Monthly Payment Date until the Class B Notes are amortised in full on a *pari passu* basis, in accordance with the applicable Priority of Payments, provided that the Class B Notes shall be amortised only once the Class A Notes have been repaid in full; and

(c) the Class C Notes shall be subject to mandatory pro rata amortisation on each Monthly Payment Date until the Class C Notes are amortised in full on a *pari passu* basis, in accordance with the applicable Priority of Payments, provided that the Class C Notes shall be amortised only once the Rated Notes have been repaid in full.

4.4 Determination of the Amortisation of Notes

On each Calculation Date, the Management Company shall determine:

(a) as applicable, the Class A Notes Amortisation Amount, the Class B Notes Amortisation Amount and the Class C Notes Amortisation Amount due and payable on the following Monthly Payment Date;

(b) the Class A Notes Outstanding Amount, the Class B Notes Outstanding Amount and the Class C Notes Outstanding Amount on such Monthly Payment Date; and

(c) the Class A Notes Interest Amount, the Class B Notes Interest Amount and the Class C Notes Interest Amount due and payable on such Monthly Payment Date.

4.5 Legal Maturity Date

The Legal Maturity Date of the Notes is the Monthly Payment Date falling in June 2035 and, unless previously redeemed, the Notes shall amortise on that date.

After the relevant Legal Maturity Date, any principal and/or interest amount remaining unpaid in respect of the Notes shall be automatically and without any formalities (*de plein droit*) cancelled, and as a result, with effect from the relevant Legal Maturity Date, the Noteholders shall no longer have any right to assert a claim in respect of the Notes against the Issuer.

4.6 Rounding

If in accordance with the relevant Priority of Payments, on any Monthly Payment Date, there are not sufficient funds to fully amortise all the Class A Notes to be amortised on such date the available funds for such amortisation shall be allocated *pari passu* and pro rata and the amount allocated to each Class A Note to be amortised shall be rounded down to the nearest euro.

The difference (if any) between (i) the Class A Notes Amortisation Amount and (ii) the aggregate amounts of principal to be repaid to the Class A Notes in application of the above rule shall be kept on the Operating Account and will form part of the Available Distribution Amount on the next Monthly Payment Date.

If in accordance with the relevant Priority of Payments, on any Monthly Payment Date, there are not sufficient funds to fully amortise all the Class B Notes to be amortised on such date, the available funds for such amortisation shall be allocated *pari passu* and pro rata and the amount allocated to each Class B Note to be amortised shall be rounded down to the nearest euro.

The difference (if any) between (i) the Class B Notes Amortisation Amount and (ii) the aggregate amounts of principal to be repaid to the Class B Notes in application of the above rule shall be kept on the Operating Account and will form part of the Available Distribution Amount on the next Monthly Payment Date.

If in accordance with the relevant Priority of Payments, on any Monthly Payment Date, there are not sufficient funds to fully amortise all the Class C Notes to be amortised on such date, the available funds for such amortisation shall be allocated *pari passu* and pro rata and the amount allocated to each Class C Note to be amortised shall be rounded down to the nearest euro.

The difference (if any) between (i) the Class C Notes Amortisation Amount and (ii) the aggregate amounts of principal to be repaid to the Class C Notes in application of the above rule shall be kept on the Operating Account and will form part of the Available Distribution Amount on the next Monthly Payment Date.

5. PAYMENTS

5.1 Method of Payment and Taxes

Method of Payment in respect of the Class A Notes

(a) Any amounts of interest or principal due in respect of any Class A Note will be paid in euro outside the United States and its possessions by the Paying Agent on each applicable Monthly Payment Date up to the amount transferred by the Management Company (or the Issuer Account Bank acting upon the instructions of the Management Company) to the Paying Agent by debiting the Operating Account.

(b) Such payments will be made to the Class A Noteholders identified as such and as recorded with the CSDs. Any payments of principal and interest are made in accordance with the rules of the CSDs. No paying agent shall be appointed in the United States or its possessions.

Method of Payment in respect of the Class B Notes and Class C Notes

Any amount of interest or principal due in respect of any Class B Note or any Class C Note will be paid in euro outside the United States and its possessions by the Management Company on each applicable Monthly Payment Date by debiting the Operating Account in respect of principal payments and interest payments.

Tax

Payments of principal and interest in respect of the Notes are made subject to any withholding tax or deduction for or on account of any tax and neither the Issuer nor the Paying Agent are under any obligation to pay any additional amounts as a consequence of any such withholding or deduction.

5.2 Paying Agent

Pursuant to the provisions of the Paying Agency, Listing and Registrar Agreement, the Management Company is entitled at any time to terminate the appointment of the Paying Agent in relation to the Class A Notes and/or appoint another or other paying agent(s) in relation to the Class A Notes, subject to a one-month prior notice period and provided that (a) so long as any of the Class A Notes are listed on the official list of the Luxembourg Stock Exchange and are admitted to trading on the Regulated Market, it will at all times maintain a paying agent in relation to the Class A Notes having a specified office in Luxembourg and (b) no paying agent shall be appointed in the United States or its possessions. Notice of any amendments to the Paying Agency, Listing and Registrar Agreement shall promptly be given to the Noteholders in accordance with Condition 9 (Notice to Noteholders).

5.3 Payments made on Business Days

All payments under the Notes shall be made on a Monthly Payment Date, being (a) the 27th day of each calendar month, commencing on 27 July 2023, provided that if any such day is not a Business Day, such Monthly Payment Date shall be postponed until the first following day that is a Business Day and (b) the Issuer Liquidation Date.

6. SELLING RESTRICTIONS

In accordance with the terms of the Class A Notes Subscription Agreement, the Issuer agrees to offer the Class A Notes only to qualified investors (*investisseurs qualifiés*) (as defined by Article 2 of the Prospectus Regulation) or investors resident outside France (*investisseurs non-résidents*).

7. NON PETITION – LIMITED RECOURSE – DECISIONS BINDING

Without limiting the scope of the obligations and the possibility of recourse of the Issuer, by subscribing any Note, each Noteholder acknowledges that it shall have no direct right of action or recourse, under any circumstances whatsoever, against the Lessees or any other debtors under the Transferred Receivables and expressly and irrevocably:

(a) acknowledges that, in accordance with article L.214-169 of the French Monetary and Financial Code, it shall be bound by each of the Funds Allocation Rules (including, without limitation, the Priority of Payments), notwithstanding the opening against it of an insolvency proceeding pursuant to the provisions of Book VI of the French Commercial Code or any equivalent procedure governed by any foreign law (procédure équivalente sur le fondement d'un droit étranger) and such Funds Allocation Rules (including, without limitation, the Priority of Payments) shall apply even if the Issuer is liquidated;

(b) acknowledges that, in accordance with article L. 214-175, III of the French Monetary and Financial Code, the Issuer is liable for its debts (*n'est tenu de ses dettes*) to the extent of its assets (*qu'à concurrence de son actif*) and in accordance with the rank of its creditors as provided by law (selon le rang de ses créanciers défini par la loi) or, pursuant to article L. 214-169 of the French Monetary and Financial Code, in accordance with the provisions of the Issuer Regulations;

(c) agrees that, in accordance with Article L. 214-169 of the French Monetary and Financial Code, the Issuer's assets may only be subject to civil proceedings (*mesures civiles d'exécution*) in accordance with the Funds Allocation Rules (including, without limitation, the applicable Priority of Payments);

(d) to the extent that it may have any claim (including any contractual claim or action (*action en responsabilité contractuelle*)) against the Issuer the payment of which is not expressly contemplated under any applicable Funds Allocation Rules (including, without limitation, the Priority of Payments), undertakes to waive to demand payment of any such claim as long as all Notes and Residual Units have not been repaid in full;

(e) agrees that in accordance with Article L. 214-175-III of the French Monetary and Financial Code, the provisions of Book VI of the French Commercial Code are not applicable to the Issuer; and

(f) acknowledges that, in accordance with article L.214-169 II of the French Monetary and Financial Code, it shall be bound by the rules governing the decisions made by the Management Company in accordance with the provisions of the Issuer Regulations and the decisions made by the Management Company on the basis of such rules.

8. MODIFICATIONS

8.1 General Right of Modification without Noteholders' consent

(a) The Management Company may, without the consent or sanction of the Noteholders at any time and from time to time, agree to:

(i) any modification of these Conditions or of any of the Transaction Documents which, in the opinion of the Management Company, is not materially prejudicial to the interests of the Noteholders; or

(ii) any modification of these Conditions or of any of the Transaction Documents which, in the opinion of the Management Company, is of a formal, minor or technical nature, to correct a manifest error or an error which is, in the opinion of the Management Company, proven. Pursuant to Article L. 213-6-3 V of the French Monetary and Financial Code the Issuer has the right to modify these Conditions without the consent or sanction of the Noteholders to correct a factual error (*erreur matérielle*).

(b) The Rating Agencies will receive prior written notification of the proposed modification.

8.2 General Additional Right of Modification without Noteholders' consent

(a) Notwithstanding the provisions of Condition 8.1 (General Right of Modification without Noteholders' consent), the Management Company may, without any consent or sanction of the Noteholders, proceed to any modification to these Conditions and/or any Transaction Document that the Management Company considers necessary or as proposed by the Swap Counterparty pursuant to Condition 8.2 (a)(ii) provided always that only the Management Company shall elect to make any modification:

(i) for the purpose of complying with, or implementing or reflecting, any change in the requirements or criteria, including to address any change in the rating methodology employed by, of one or more of the Rating Agencies which may be applicable from time to time, provided that:

(A) such modification is necessary to comply with such criteria or, as the case may be, is solely to implement and reflect such criteria; and

(B) the contemplated modification has been notified to, and has not been objected by, the Noteholders of the Class A Notes and the Class B Notes, in accordance with, and subject to, the procedure and the rules described in Condition 8.3 (b)(iii), which shall apply *mutatis mutandis*;

(ii) in order to enable the Issuer and/or the Swap Counterparty to comply with any obligation which applies to it under EMIR, provided that the Management Company or the Swap Counterparty, as appropriate, certifies to the Swap Counterparty or the Management Company, as applicable, in writing (upon which certificate it may rely without liability or enquiry) that such modification is required solely for the purpose of enabling it to satisfy such obligation and has been drafted solely to such effect;

(iii) for the purpose of complying with any changes in the requirements of Article 6 (Risk retention) of the Securitisation Regulation, provided that such modification is required solely for such purpose and has been drafted solely to such effect or which result from the implementation of the implementing technical standards relating thereto or any subsequent risk retention legislation or official guidance;

(iv) to modify the terms of the Transaction Documents and/or the Conditions and/or to enter into any additional agreements not expressly prohibited by the Issuer Regulations or these Conditions in order to enable the Issuer to comply with any requirements which apply to it under the Securitisation Regulation (including any implementing regulations, technical standards and guidance respectively related thereto) including any requirements imposed by any other obligation which applies under Article 7 (Transparency requirements for originators, sponsors and SSPEs) of the Securitisation Regulation provided that such modification is required solely for such purpose and has been drafted solely to such effect;

(v) for the purpose of enabling the Class A Notes to be (or to remain) listed and admitted to trading on the Luxembourg Stock Exchange, provided that such modification is required solely for such purpose and has been drafted solely to such effect;

(vi) 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 such modification is required solely for such purpose and has been drafted solely to such effect;

(vii) for the purpose of accommodating the execution or facilitating the transfer by the Swap Counterparty of the Swap Agreement and to the extent any Rating Agency accepts to deliver a rating agency confirmation, subject to receipt of such rating agency confirmation from such Rating Agency;

(viii) to make such changes as are necessary to facilitate the transfer of the Swap Agreement to a replacement counterparty or the roles of any other Transaction Party to a replacement transaction party, in each case in circumstances where such Swap Counterparty or other Transaction Party does not satisfy the applicable rating requirement or has breached its terms of appointment and subject to such replacement counterparty or transaction party (as applicable) satisfying the applicable requirements in the Transaction Documents including, without limitation, the applicable rating requirement;

(ix) to modify the terms of the Transaction Documents and/or the Conditions in order to comply with, or reflect, any amendment to Articles L. 214-166-1 to L. 214-175, L. 214-175-1 to L. 214-175-8, L. 214-180, L. 231-7 to L. 214-186 and Articles R. 214-217 to R. 214-235 (or any additional or applicable provisions) of the French Monetary and Financial Code which are applicable to the Issuer and/or any amendment to the provisions of the AMF General Regulations which are applicable to the Issuer, the Management Company and the Custodian provided that such modification is required solely for such purpose and has been drafted solely to such effect;

(x) to modify the terms of the Vehicles Pledge Agreement (and any other relevant Transaction Document) in order to comply with, or reflect, any amendment to Articles 2338 and 2342 (or any additional or applicable provisions) of the French Civil Code;

(xi) to modify the terms of the Transaction Documents in order to make the transfers of cash to be made by the Seller or the Servicer under the Performance Reserve, the Maintenance Reserve, the Set-Off Reserve and the Commingling Reserve subject to the new security interest introduced under articles 2374 *et seq.* of the French Civil Code should the Management Company consider that this is in the interest of the Noteholders and Residual Unitholders

(the certificate (upon which certificate the Management Company may rely absolutely and without enquiry or liability) to be provided by the Swap Counterparty or the relevant Transaction Party, as the case may be, pursuant to Condition 8.2(a)(ii) above being a **Modification Certificate**).

For the avoidance of doubt, no modification will be made if such modification would result in a downgrade, qualification or withdrawal of the then current ratings assigned to the Rated Notes by any Rating Agency.

(b) Other than where specifically provided in Condition 8.1 (General Right of Modification without Noteholders' consent) and this Condition 8.2 (General Additional Right of Modification without Noteholders' consent) or any Transaction Document:

(i) when implementing any modification pursuant to this Condition 8.2, the Management Company shall not consider the interests of the Noteholders, any other creditors or any other person and shall act and rely solely, and without further investigation, on any Modification Certificate or evidence provided to it by the relevant Transaction Party, as the case may be, pursuant to this Condition 8.2, and shall not be liable to the Noteholders, any other creditor 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;

(ii) the Management Company shall not be obliged to agree to any modification which, in the sole opinion of the Management Company, would have the effect of (A) exposing the Management Company to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (B) increasing the obligations or duties, or decreasing the rights or protection, of the Management Company in the Transaction Documents and/or these Conditions; and

(iii) any such modification or determination pursuant to Condition 8.1 (General Right of Modification without Noteholders' consent) and this Condition 8.2 (General Additional Right of Modification without Noteholders' consent) shall be binding on the Noteholders and any such modification shall be notified by the Issuer as soon as practicable thereafter to:

(A) so long as any of the Rated Notes rated by the Rating Agencies remains outstanding, each Rating Agency; and

(B) as necessary, the Custodian (subject to the right of the Custodian to verify the compliance (*régularité*) of any decision of the Management Company in accordance with Article L. 214-183 of the French Monetary and Financial Code); and

(C) the Noteholders in accordance with Condition 9 (Notice to Noteholders).

8.3 Additional Right of Modification without Noteholders' consent in relation to EURIBOR Discontinuation or Cessation

(a) Notwithstanding anything to the contrary, the following provisions of this paragraph will apply if the Management Company determines that any of the following events (each a **Base Rate Modification Event**) has occurred:

(i) a material disruption to EURIBOR, an adverse change in the methodology of calculating EURIBOR, or EURIBOR ceasing to exist or to be published;

(ii) the insolvency or cessation of business of the EURIBOR administrator (in circumstances where no successor EURIBOR administrator has been appointed);

(iii) a public statement by the EURIBOR administrator that it will cease publishing EURIBOR permanently or indefinitely (in circumstances where no successor EURIBOR administrator has been appointed that will continue publication of EURIBOR or will be changed in an adverse manner);

(iv) a public statement by the supervisor of the EURIBOR administrator that EURIBOR has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner;

(v) a public statement by the supervisor of the EURIBOR administrator which means that EURIBOR may no longer be used or that its use is subject to restrictions or adverse consequences;

(vi) a public announcement of the permanent or indefinite discontinuity of EURIBOR as it applies to the Class A Notes; or

(vii) the reasonable expectation of the Management Company that any of the events specified in sub-paragraphs (i), (ii), (iii), (iv), (v) or (vi) above will occur or exist within six months.

Following the occurrence of a Base Rate Modification Event, the Management Company will inform the Swap Counterparty, the Seller and the Custodian of the same and will appoint in its sole discretion a rate determination agent which must be the investment banking division of a bank of international repute and which is not an affiliate of the Seller (the **Rate Determination Agent**) to carry out the tasks referred to in this paragraph.

The Rate Determination Agent shall determine an alternative base rate (the **Alternative Base Rate**) to be substituted for EURIBOR as the Applicable Reference Rate of the Class A Notes (possibly with any Adjustment Spread) and those amendments to the conditions to be made by the Management Company as are necessary or advisable to facilitate such change (the **Base Rate Modification**), provided that no such Base Rate Modification will be made unless:

(i) the Rate Determination Agent has determined and confirmed to the Management Company that such Base Rate Modification is being undertaken due to the occurrence of a Base Rate Modification Event and is required solely for such purposes and has been drafted solely to such effect; and

(ii) such Alternative Base Rate is (1) a reference rate published, endorsed, approved or recognised by the European Central Bank, any relevant regulatory authority in the European Union (including the EBA and the ESMA) or the Luxembourg Stock Exchange (or any relevant committee or other body established, sponsored or approved by any of the foregoing), (2) a reference rate utilised in a material number of publicly-listed new issues of Euro-denominated asset backed floating rate notes prior to the effective date of such Base Rate Modification, (3) a reference rate utilised in a publicly-listed new issue of Euro-denominated asset backed floating rate notes where the originator of the relevant assets is an affiliate or a branch of the Seller, or (4) such other base rate as the Rate Determination Agent reasonably determines (and in relation to which the Rate Determination Agent has provided reasonable justification of its determination to the Management Company); and

(iii) such Base Rate Modification taking into account any Adjustment Spread is not, in the Management Company's opinion, materially prejudicial to the interests of Noteholders of the Class A Notes.

For the avoidance of doubt, the Management Company may propose an Alternative Base Rate on more than one occasion provided that the conditions set out in this Condition 8.3(a) are satisfied.

(b) It is a condition precedent to any such Base Rate Modification that:

(i) the Management Company has notified the Rating Agencies of the proposed Base Rate Modification and to the extent any Rating Agency accepts to deliver a rating agency confirmation, the Management Company obtains a rating agency confirmation that such Base Rate Modification would not result in (A) a downgrade, withdrawal or suspension of the then current ratings assigned to the Rated Notes by such Rating Agency or (B) the relevant Rating Agency placing the Rated Notes on rating watch negative (or equivalent), or such Base Rate Modification is, in the opinion of the Management Company, of a kind which may result in the ratings of the Rated Notes being placed on "negative outlook" or as the case may be on "rating watch negative" or on "review for possible downgrade" or a withdrawal or downgrade of their current rating;

(ii) the Issuer shall pay all fees, costs and expenses (including legal fees) incurred by the Management Company in connection with such modification. For the avoidance of doubt, such costs shall not include any amount in respect of any reduction in the interest payable to a Noteholder or any change in the amount due to the Swap Counterparty or any change in the mark-to-market value of the transactions under the Swap Agreement; and

(iii) the Management Company has provided at least 30 calendar days' prior written notice to the Noteholders of the Class A Notes of the proposed Base Rate Modification in accordance with Condition 9 (Notice to Noteholders). If Class A Noteholders representing at least 10% of the aggregate principal outstanding amount of the Class A Notes then outstanding, have notified the Management Company (acting on behalf of the Issuer) or the Paying Agent in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Class A Notes may be held) within the notification period referred to above that they object to the proposed Base Rate Modification, then such modification will not be made unless a resolution of the Class A Noteholders then outstanding is passed in favour of such modification in accordance with Condition 10 (Representation of the Noteholders), provided that objections made in writing to the Management Company on behalf of the Issuer other than through the applicable clearing system must be accompanied by evidence to the Issuer's satisfaction (having regard to prevailing market practices) of the relevant Noteholder's holding of any Class A Notes. For the avoidance of doubt, until such resolution is passed, the Applicable Reference Rate shall remain the EURIBOR Reference Rate.

(c) The Management Company shall use reasonable endeavours to agree modifications to the Swap Agreement where commercially appropriate so that the Transaction contemplated under the Transaction Documents is hedged following the Base Rate Modification to a similar extent as prior to the Base Rate Modification and that such modifications shall take effect no later than the Monthly Payment Date on which the Base Rate Modification takes effect, it being specified that if the Swap Counterparty does not agree such modifications, the alternative reference rate and the adjustment spread or adjustment payment in respect of the Swap Agreement will be

determined in accordance with the provisions set out in the Swap Agreement. For the avoidance of doubt, the approval of the Swap Counterparty is not a condition precedent to any Base Rate Modification in respect of the Class A Notes.

(d) Other than where specifically provided in this Condition 8.3 (Additional Right of Modification without Noteholders' consent in relation to EURIBOR Discontinuation or Cessation) or any Transaction Document:

(i) when implementing any modification pursuant to this Condition 8.3, the Management Company shall not consider the interests of the Noteholders, any other creditors or any other person and shall act and rely solely, and without further investigation, on any certificate or evidence provided to it by the relevant Transaction Party, as the case may be, pursuant to this Condition 8.3 and shall not be liable to the Noteholders, any other creditor 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;

(ii) the Management Company shall not be obliged to agree to any modification which, in the sole opinion of the Management Company, would have the effect of (i) exposing the Management Company 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 the rights or protection, of the Management Company in the Transaction Documents and/or these Conditions; and

(iii) any such modification or determination pursuant to this Condition 8.3 (Additional Right of Modification without Noteholders' consent in relation to EURIBOR Discontinuation or Cessation) shall be binding on the Noteholders and any such modification shall be notified by the Issuer as soon as practicable thereafter to:

(A) so long as any of the Rated Notes rated by the Rating Agencies remains outstanding, each Rating Agency; and

(B) the Custodian (subject to the right of the Custodian to verify the compliance (*régularité*) of any decision of the Management Company in accordance with Article L. 214-183 of the French Monetary and Financial Code); and

(C) the Noteholders in accordance with Condition 9 (Notice to Noteholders).

8.4 The Management Company shall be entitled to take into account, for the purpose of exercising or performing any right, power, authority, duty or discretion under or in relation to these Conditions or any of the Transaction Documents, among other things, to the extent that it considers, in its sole and absolute discretion, it is necessary and/or appropriate and/or relevant, any communication or confirmation by any Rating Agency (a) that the then current rating by it of the Rated Notes would not be downgraded, withdrawn or qualified by such exercise or performance and/or (b) if the original ratings of the Rated Notes has been downgraded previously, that such exercise or performance will not prevent the restoration of such original rating of the Rated Notes.

8.5 Where, in connection with the exercise or performance by the Management Company of any right, power, authority, duty or discretion under or in relation to the Conditions or any of the Transaction Documents (including, without limitation, in relation to any modification, authorisation or determination as referred to above), the Management Company is required to have regard to the interests of the Noteholders, it shall (a) have regard to the general interests of the Noteholders but shall not have regard to any interests arising from circumstances particular to individual Noteholders (whatever their number) and, in particular but without

limitation, shall not have regard to the consequences of any such exercise or performance for individual Noteholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Management Company shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Issuer or the Management Company or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Noteholders and (b) have regard to the interests of holders of each Class of Notes (except where expressly provided otherwise) but requiring the Management Company where there is a conflict of interests between one or more Classes of Notes in any such case to have regard (except as expressly provided otherwise) to the interests of the holders of the Class A Notes.

9. NOTICE TO NOTEHOLDERS

9.1 Notices to the Class A Noteholders

(a) Notices may be given to Class A Noteholders in any manner deemed acceptable by the Management Company provided that, for so long as the Class A Notes are listed on the official list of the Luxembourg Stock Exchange and are admitted to trading on the Regulated Market, such notice shall be in accordance with the rules of the Luxembourg Stock Exchange. Notices regarding the Class A Notes will be deemed duly given if published in a leading daily newspaper of general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) and any other newspaper of general circulation appropriate for such publications and approved by the Management Company. If not published in a leading daily newspaper of general circulation in Luxembourg, such notices will be published on the website of the Luxembourg Stock Exchange (www.luxse.com).

(b) Such notices shall also be addressed to the Rating Agencies.

(c) Class A Noteholders will be deemed to have received such notices three (3) Business Days after the date of their publication.

(d) In the event that the Management Company declares the dissolution of the Issuer, the Management Company will notify such decision to the Class A Noteholders within ten (10) Business Days. Such notice will be deemed to have been duly given if published in the leading daily newspaper of Luxembourg mentioned above. The Management Company may also notify such decision on its website or through any appropriate medium.

9.2 Notices to the Class B Noteholders and the Class C Noteholders

(a) Notices may be given to the Class B Noteholders and the Class C Noteholders in any manner deemed acceptable by the Management Company, including by way of publication on its website or through any appropriate medium.

(b) The Class B Noteholders and Class C Noteholders will be deemed to have received such notices three (3) Business Days after the date of their publication.

(c) In the event that the Management Company declares the dissolution of the Issuer, the Management Company will notify such decision to the Class B Noteholders and the Class C Noteholders within ten (10) Business Days.

10. REPRESENTATION OF THE NOTEHOLDERS

10.1 The Noteholders of each Class of Notes will be grouped automatically for the defence of their respective common interests in a *masse* (the **Masse**).

In the absence of specific legal provisions governing the legal regime of notes (*titres de créances*) issued by a *fonds commun de titrisation*, each *Masse* will be governed in accordance with Article L. 228-90 of the French Commercial Code, by the provisions of Articles L. 228-46 *et seq*. of the French Commercial Code (with the exception of the provisions of Articles L. 228-48, L. 228-59, L. 228-65, L. 228-71, L. 228-72, R. 228-63, R. 228-67, R. 228-69 and R. 228-72 thereof), and/or, as the case may be, by any other mandatory provisions from time to time governing notes (*titres de créances*) issued by a *fonds commun de titrisation*, and by the conditions set out below.

10.2 Each *Masse* is a separate legal body, by virtue of Article L. 228-46 of the French Commercial Code acting through the general meeting (*assemblée générale*) of the Noteholders of a Class of Notes (each, a **Noteholders' General Meeting**).

If, and to the extent that, all Notes of a particular class are held by a single Noteholder (as would be the case for the Class C Notes on the Closing Date), the rights, powers and authority of the relevant *Masse* will be vested in such Noteholder and no representative of the relevant *Masse* will need to be appointed.

Each *Masse* alone, to the exclusion of all individual Noteholders, shall exercise the common rights, actions and benefits that now or in the future may accrue with respect to the Notes.

10.3 The relevant Noteholders' General Meeting may be held in any location and at any time, on convocation by the Management Company. One or more Noteholders of the same Class of Notes, holding together at least one-thirtieth of the outstanding Notes, may address to the Management Company a demand for convocation of the relevant Noteholders' General Meeting; if the Noteholders' General Meeting has not been convened within two months from such demand, the Noteholders of the relevant Class of Notes may commission one of them to petition the competent court in Paris to appoint an agent (*mandataire*) who will call the meeting on their behalf.

Notice of the date, hour, place (provided it is in the European Union), agenda and quorum requirements of any meeting of a general assembly will be published as provided under Condition 9 (Notice to Noteholders) not less than 15 calendar days prior to the date of the general assembly for a first convocation and not less than ten calendar days in the case of a second convocation prior to the date of the reconvened general assembly.

Each Noteholder has the right to participate in meetings of the relevant *Masse* in person, represented by proxy correspondence or, if the Issuer Regulations so specify, videoconference or any other means of telecommunication enabling the identification of the participating Noteholder. Each Note carries the right to one vote (except that any Rated Note held or controlled for or by the Seller and/or the Majority Shareholder and/or by any of their affiliates (each, a **SG-related Investor**) will not be taken into account for the purposes of the right to participate in a meeting in person, by proxy, by correspondence or by any other means and to vote at any Noteholders' General Meeting as long as the other Rated Notes are held or controlled by at least one investor who is not a SG-related Investor).

Each Noteholders' General Meeting may further deliberate on any proposal relating to the modification of the Conditions, including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions (but excluding

any modification referred to in Condition 8 above in which case the relevant provisions of Condition 8 shall apply), it being specified, however, that a Noteholders' General Meeting may not increase the obligations of (including any amounts payable by) the Noteholders of the relevant Class of Notes nor establish any unequal treatment between the Class A Noteholders.

Noteholders' General Meetings may deliberate validly on first convocation only if the Noteholders of the relevant Class of Notes present or represented hold at least one quarter of the principal amount of the Notes of such class then outstanding. On second convocation, no quorum shall be required. Decisions at these meetings shall be taken by a two-thirds majority of votes cast by the Noteholders attending such meeting or represented thereat.

Decisions of any relevant Noteholders' General Meeting must be published in accordance with the provisions set out in Condition 9 (Notice to Noteholders) not more than 90 calendar days from the date thereof.

10.4 Each Noteholder has the right, during the 15-day period preceding the holding of a Noteholders' General Meeting, to consult or make a copy of the text of the resolutions which are proposed and of the reports which are presented at this meeting, which is available for inspection at the principal office of the Management Company, at the offices of any of the Paying Agent and at any other place specified in the notice of meeting.

10.5 The Management Company shall make decisions in accordance with the decisions taken by the *Masses*. In the case of a conflict between the decisions taken by the different *Masses* and/or between the decisions taken by the *Masses* and the Residual Unitholders, the Management Company shall have regard to the interests of each *Masse* (except where expressly provided otherwise) but requiring the Management Company where there is a conflict of interests between one or more *Masses* in any such case to have regard (except as expressly provided otherwise) to the interests of the *Masse* of the Noteholders of Class A Notes or the *Masse* of the Noteholders of Class B Notes if no Class A Notes are outstanding.

10.6 The Issuer will not pay any expenses incurred by the operation of the *Masse*, including expenses relating to the calling and holding of meetings, and more generally all administrative expenses resolved upon by a relevant Noteholders' General Meeting, it being expressly stipulated that no expenses may be imputed against interest payable on the Notes.

11. GOVERNING LAW AND SUBMISSION TO JURISDICTION

The Notes and the Issuer Regulations are governed by and will be construed in accordance with French law. All claims and disputes in connection with the Notes and the Issuer Regulations shall be subject to the exclusive jurisdiction of the *Tribunal de Commerce* of Paris or, under the circumstances provided for by Article L. 722-4 of the French Commercial Code, the relevant competent courts in commercial matters within the jurisdiction of the *Cour d'appel* of Paris.

TAXATION

The following is a summary of certain withholding tax considerations relating to the holding of the Class A Notes. This summary is based on the laws in force in Luxembourg, in France and in the United States as of the date of this Prospectus and is subject to any changes in law and/or interpretation hereof (potentially with a retroactive effect). It does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase, own or dispose of the Class A Notes. Each prospective holder or beneficial owner of the Class A Notes should consult its tax adviser as to the tax consequences of any investment in or ownership and disposition of the Class A Notes under the laws of Luxembourg, France, the United States and/or any other jurisdiction.

All prospective Class A Noteholders should seek independent advice as to their tax positions.

LUXEMBOURG

The following information is of a general nature only and is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. The information contained within this Section is limited to Luxembourg withholding tax issues and prospective investors in the Class A Notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present Section to a withholding tax or a tax of a similar nature, or to any other concepts, refers to Luxembourg tax law and/or concepts only.

Non-resident holders of Class A Notes

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to non-resident holders of Class A Notes, nor on accrued but unpaid interest in respect of the Class A Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Class A Notes held by non-resident holders of Class A Notes.

Resident holders of Class A Notes

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005 as amended (the **Relibi Law**) mentioned below, there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Class A Notes, nor on accrued but unpaid interest in respect of Class A Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Class A Notes held by Luxembourg resident holders of Class A Notes.

Under the Relibi Law, payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to an individual beneficial owner who is a resident of Luxembourg will be subject to a withholding tax of 20%. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Paying Agent. Payments of interest under the Class A Notes coming within the scope of the Relibi Law will be subject to a withholding tax at a rate of 20%.

FRANCE

Withholding tax on payments made outside France

Payments of interest and other similar income made by the Issuer with respect to Class A Notes will not be subject to the withholding tax set out under Article 125 A III of the French *Code général des impôts* (the **French Tax Code**) unless such payments are made outside France in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French Tax Code (a **Non-Cooperative State**) other than those States or territories mentioned in 2° of 2 *bis* of the same Article 238-0 A. If such payments under the Class A Notes are made outside France in a Non-Cooperative State other than those States or territories mentioned in 2° of 2 *bis* of Article 238-0 A of the French Tax Code, a 75% withholding tax will be applicable pursuant to Article 125 A III of the French Tax Code (subject to certain exceptions and to the more favourable provisions of an applicable double tax treaty).

Notwithstanding the foregoing, Article 125 A III of the French Tax Code provides that the 75% withholding tax will not apply in respect of the Class A Notes if the Issuer can prove that the main purpose and effect of the issue of Class A Notes was not that of allowing the payments of interest and other similar income to be made in a Non-Cooperative State (the **Exception**). Pursuant to the *Bulletin Officiel des Finances Publiques - Impôts* BOI-INT-DG-20-50-30, Section No. 150, the Class A Notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of the issue of the Class A Notes if the Class A Notes are:

(a) offered by means of a public offer within the meaning of Article L.411-1 of the French Monetary and Financial Code for which the publication of a prospectus is mandatory or pursuant to an equivalent offer in a State other than a Non-Cooperative State. For this purpose, an **equivalent offer** means any offer requiring the registration or submission of an offer document by or with a foreign securities market authority; and/or

(b) admitted to trading on a French or foreign regulated market or multilateral securities trading system provided that such market or system is not located in a Non-Cooperative State, and the operation of such market is carried out by a market operator or an investment services provider or any other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; and/or

(c) admitted, at the time of their issue, to the operations of a central depositary or of a securities delivery and payment systems operator within the meaning of Article L.561-2 of the French Monetary and Financial Code, or of one or more similar foreign depositaries or operators, provided that such depositary or operator is not located in a Non-Cooperative State.

To the extent that the Class A Notes are admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and are admitted, at the time of their issue, to the operations of Euroclear France, Euroclear Bank and Clearstream Banking, payments of interest and other assimilated income made by the Issuer in respect of the Class A Notes will not be subject to the withholding tax set out under Article 125 A III of the French Tax Code.

Withholding taxes on payments made to individuals fiscally domiciled in France

Pursuant to Article 125 A I of the French Tax Code (i.e. where the paying agent (*établissement payeur*) is established in France), subject to certain exceptions, interest and similar income received by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France are subject to a 12.8% withholding tax, which is deductible from their personal income tax liability in respect of the year in which the payment has been made. Social contributions (CSG, CRDS and solidarity levy) are also levied

by way of withholding at an aggregate rate of 17.2% on such interest and similar income paid to individuals who are fiscally domiciled (*domiciliés fiscalement*) in France, subject to certain exceptions.

FOREIGN ACCOUNT TAX COMPLIANCE ACT

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as **FATCA**, a "foreign financial institution" may be required to withhold on certain payments it makes (**foreign passthru payments**) to persons that fail to meet certain certification, reporting, or related requirements. The Issuer may be a foreign financial institution for these purposes. A number of jurisdictions (including France) 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 Class A Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Class A 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 Class A Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Class A Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Class A Notes, no person will be required to pay additional amounts as a result of the withholding.

DESCRIPTION OF THE ISSUER ACCOUNTS

ACCOUNT AND CASH MANAGEMENT AGREEMENT

Issuer Accounts

On the Closing Date, the Management Company, with the assistance of the Custodian (if such assistance is required), will ensure that the Issuer Account Bank, in accordance with the provisions of the Account and Cash Management Agreement, has opened the Issuer Accounts, as follows:

(a) the Operating Account;

(b) the General Reserve Account;

(c) the Performance Reserve Account;

(d) the Commingling Reserve Account;

(e) the Maintenance Reserve Account;

(f) the Set-Off Reserve Account; and

(g) the Swap Collateral Account.

Operating Account

The Operating Account shall be:

(a) credited with the following amounts:

(i) on the Closing Date: the subscription price of the Notes and of the Residual Units (subject to any set-off arrangements provided for in any Transaction Document);

(ii) no later than on the Business Day immediately preceding each Monthly Payment Date all Collections (including Recoveries and, as the case may be, all Collections received and accounted for between the Transfer Effective Date and the Transfer Date falling immediately before such Monthly Payment Date but excluding any Deemed Collections) in respect of the immediately preceding Reference Period;

(iii) no later than on each Monthly Payment Date:

(A) the Deemed Collections that became due and payable by the Seller, during the immediately preceding Reference Period (subject to any set-off arrangements provided for in any Transaction Document);

(B) all amounts paid by the Swap Counterparty, excluding, as the case may be, any Swap Collateral (including any interest amount, distribution or proceeds received in respect thereof) and any Replacement Swap Premium received from any Eligible Replacement (as defined in the Swap Agreement);

(C) following a Reference Period where a breach of the Seller Performance Undertakings occurred, any Compensation Payment Obligation paid to the Issuer, including any amount debited by the Management Company from the Performance Reserve Account on such Monthly Payment Date in accordance with the provisions of the Master Receivables Transfer Agreement;

(D) if applicable, any amount required to be transferred on such Monthly Payment Date from the Commingling Reserve Account in accordance with the terms of the Servicing Agreement;

(E) if applicable, any amount required to be transferred on such Monthly Payment Date from the Set-Off Reserve Account in accordance with the terms of the Master Receivables Transfer Agreement;

(F) prior to the application of the relevant Priority of Payments, the credit balance of the General Reserve Account (subject to any netting in accordance with such Priority of Payments);

(iv) from time to time on any appropriate date:

(A) the Financial Income as deposited (or caused to be deposited) by the Issuer Account Bank (other than the Financial Income arising from the Commingling Reserve Account, the Performance Reserve Account, the Set-Off Reserve Account, the Maintenance Reserve Account and the Swap Collateral Account);

(B) the amount of any enforcement proceeds received under the Vehicles Pledge; and

(C) any other cash remittances, which are not otherwise expressly specified in this Section, paid by any obligor of the Issuer under any Transaction Documents; and

(v) on the Issuer Liquidation Date, the relevant retransfer or transfer proceeds of the Transferred Receivables retransferred to the Seller or transferred to a third party on such date further to a clean-up offer made by the Management Company and not otherwise paid by way of set-off; and

(b) debited with the following amounts:

(i) on the Closing Date, the Receivables Transfer Price of the initial portfolio of Transferred Receivables (subject to the set-off arrangements provided for in any Transaction Document);

(ii) on each Monthly Payment Date:

(A) any Overpayments which shall be transferred to the Seller;

(B) after payment of the sums referred to in paragraph (A) above, the amounts paid in accordance with the provisions of the relevant Priority of Payments (see the Sub-section entitled "*Operation of the Issuer – Priority of Payments*" on page 112).

The Replenishment Ledger of the Operating Account shall be:

(a) on the Closing Date, credited with an amount corresponding to the difference between the Notes Issue Price and the Receivables Transfer Price of the Eligible Receivables purchased by the Issuer on the Closing Date;

(b) credited on each Monthly Payment Date falling within the Revolving Period with an amount equal to the Required Replenishment Amount transferred from the Operating Account in accordance with the applicable Priority of Payments; and

(c) debited on the same date with an amount equal to the Receivables Transfer Price payable to the Seller for the purchase on such date of Additional Eligible Receivables by the Issuer.

General Reserve Account

The General Reserve Account shall be:

(a) credited:

(i) on the Closing Date, by the Seller, with the General Reserve Cash Deposit, for an amount being equal to €10,345,500, pursuant to the Master Receivables Transfer Agreement;

(ii) on each Monthly Payment Date during the Revolving Period or the Amortisation Period in accordance with the relevant Priority of Payments;

(iii) on any appropriate date, all Financial Income relating to the General Reserve Account; and

(b) debited with the following amounts:

(i) on each Monthly Payment Date during the Revolving Period or the Amortisation Period, in full for transfer into the Operating Account (subject to any netting in accordance with such Priority of Payments); and

(ii) on the first Monthly Payment Date during the Accelerated Amortisation Period or on the Issuer Liquidation Date, as applicable, in full for transfer into the Operating Account.

Performance Reserve Account

The Performance Reserve Account shall be:

(a) credited:

(i) by no later than the Monthly Payment Date immediately following the occurrence of a Downgrade Event, to the extent that such Downgrade Event occurs before the Calculation Date preceding such Monthly Payment Date, or otherwise by no later than the next following Monthly Payment Date, with an amount equal to the then applicable Performance Reserve Required Amount, pursuant to the Master Receivables Transfer Agreement;

(ii) if, on any subsequent Calculation Date following the credit of the Performance Reserve Account by the Seller, a Downgrade Event is continuing, and at the latest at 11:00 a.m. on the Monthly Payment Date immediately following such Calculation Date, with such amounts as are necessary to maintain the balance of such Performance Reserve Account at the Performance Reserve Required Amount applicable as at such Monthly Payment Date;

(iii) on any appropriate date, all Financial Income relating to the Performance Reserve Account; and

(b) debited with the following amounts:

(i) on any appropriate date on a monthly basis, all Financial Income relating to the Performance Reserve Account, which shall be transferred by the Management Company to the benefit of the Seller outside of any Priority of Payments;

(ii) on each Monthly Payment Date, as long as a Downgrade Event has occurred and is continuing, provided that no Compensation Payment Obligation remains unpaid by the Seller, transfer of an amount equal to the relevant Performance Reserve Decrease Amount (if any) to the Seller outside any applicable Priority of Payments;

(iii) from any date on which the Seller breaches any of the Seller Performance Undertakings in relation to a Designated Lease Agreement of the Issuer and provided that the Seller has not fully paid the corresponding Compensation Payment Obligations (other than through the debit of any amounts standing to the credit of the Performance Reserve Account) to the Issuer, an amount equal to such due and payable but unpaid Compensation Payment Obligation for transfer into the Operating Account;

(iv) on the earlier of (i) the Issuer Liquidation Date, (ii) the Monthly Payment Date on which all Rated Notes have been redeemed in full and (iii) the first Monthly Payment Date following the date on which the Downgrade Event has ceased, subject to the Seller having complied in full with its obligation to pay any Compensation Payment Obligation, in full for transfer to the account of the Seller outside any applicable Priority of Payments.

Commingling Reserve Account

The Commingling Reserve Account shall be:

(a) credited:

(i) by no later than the Monthly Payment Date immediately following the occurrence of a Downgrade Event, to the extent that such Downgrade Event occurs before the Calculation Date preceding such Monthly Payment Date, or otherwise by no later than the next following Monthly Payment Date, with an amount equal to the then applicable Commingling Reserve Required Amount, pursuant to the Servicing Agreement;

(ii) if, on any subsequent Calculation Date following the credit of the Commingling Reserve Account by the Servicer, a Downgrade Event is continuing, and at the latest at 11:00 a.m. on the Monthly Payment Date immediately following such Calculation Date, with such amounts as are necessary to maintain the balance of such Commingling Reserve Account at the Commingling Reserve Required Amount applicable as at such Monthly Payment Date;

(iii) on any appropriate date, all Financial Income relating to the Commingling Reserve Account; and

(b) debited with the following amounts:

(i) on any appropriate date on a monthly basis, all Financial Income relating to the Commingling Reserve Account, which shall be transferred by the Management Company to the benefit of the Servicer outside of any Priority of Payments;

(ii) on each Monthly Payment Date, as long as a Downgrade Event has occurred and is continuing, provided that no Collections remain unpaid by the Servicer, transfer of an amount equal to the relevant Commingling Reserve Decrease Amount (if any) to the Servicer outside any applicable Priority of Payments;

(iii) from any date on which the Servicer breaches its obligation to pay any Collections to the Issuer, an amount equal to such unpaid Collections for transfer into the Operating Account (it being understood that where such Collections correspond to a Set-Off Amount due and payable by the Seller as part of the Deemed Collection, such unpaid amount shall in priority be debited from the Set-Off Reserve Account and, where so debited from the Set-Off Reserve Account, not debited a second time from the Commingling Reserve Account);

(iv) on the earlier of (i) the Issuer Liquidation Date, (ii) the Monthly Payment Date on which all Rated Notes have been redeemed in full and (iii) the first Monthly Payment Date following the date on which the Downgrade Event has ceased, subject to the Servicer having complied in full with its obligation to pay any and all Collections due and payable pursuant to the Servicing Agreement, in full for transfer to the account of the Servicer outside any applicable Priority of Payments.

Maintenance Reserve Account

The Maintenance Reserve Account shall be:

(a) credited:

(i) by no later than the Monthly Payment Date immediately following the occurrence of a Downgrade Event, to the extent that such Downgrade Event occurs before the Calculation Date preceding such Monthly Payment Date, or otherwise by no later than the next following Monthly Payment Date, with an amount equal to the then applicable Maintenance Reserve Required Amount, pursuant to the Master Receivables Transfer Agreement;

(ii) if, on any subsequent Calculation Date following the credit of the Maintenance Reserve Account by the Seller, a Downgrade Event is continuing, and at the latest at 11:00 a.m. on the Monthly Payment Date immediately following such Calculation Date, with such amounts as are necessary to maintain the balance of such Maintenance Reserve Account at the Maintenance Reserve Required Amount applicable as at such Monthly Payment Date;

(iii) on any appropriate date, all Financial Income relating to the Maintenance Reserve Account; and

(b) debited with the following amounts:

(i) on any appropriate date on a monthly basis, all Financial Income relating to the Maintenance Reserve Account, which shall be transferred by the Management Company to the benefit of the Seller outside of any Priority of Payments;

(ii) on each Monthly Payment Date, as long as a Downgrade Event has occurred and is continuing, provided that no Maintenance Amount remains unpaid by the Seller, transfer of an amount equal to the relevant Maintenance Reserve Decrease Amount (if any) to the Seller outside any applicable Priority of Payments;

(iii) from any date on which the Seller breaches any of the Seller Maintenance Undertakings and provided that the Seller has not fully paid the corresponding Maintenance Amount (other than through the debit of any amounts standing to the credit of the Maintenance Reserve Account) to the Issuer, an amount equal to such due and payable but unpaid Maintenance Amount for transfer into the account of any Back-Up Maintenance Coordinator to pay the relevant services providers and, after payment of the relevant services providers, otherwise use such funds as it deems fit to ensure the continuation of the Lease Services;

(iv) on the earlier of (i) the Issuer Liquidation Date, (ii) the Monthly Payment Date on which all Rated Notes have been redeemed in full and (iii) the first Monthly Payment Date following the date on which the Downgrade Event has ceased, subject to the Seller having complied in full with its obligation to pay any and all Maintenance Amounts due and payable pursuant to the Master Receivables Transfer Agreement, in full for transfer to the account of the Seller outside any applicable Priority of Payments.

Set-Off Reserve Account

The Set-Off Reserve Account shall be:

(a) credited:

(i) by no later than the Monthly Payment Date immediately following the occurrence of a Downgrade Event, to the extent that such Downgrade Event occurs before the Calculation Date preceding such Monthly Payment Date, or otherwise by no later than the next following Monthly Payment Date, with an amount equal to the then applicable Set-Off Reserve Required Amount, pursuant to the Master Receivables Transfer Agreement;

(ii) if, on any subsequent Calculation Date following the credit of the Set-Off Reserve Account by the Seller, a Downgrade Event is continuing, and at the latest at 11:00 a.m. on the Monthly Payment Date immediately following such Calculation Date, with such amounts as are necessary to maintain the balance of such Set-Off Reserve Account at the Set-Off Reserve Required Amount applicable as at such Monthly Payment Date;

(iii) on any appropriate date, all Financial Income relating to the Set-Off Reserve Account; and

(b) debited with the following amounts:

(i) on any appropriate date on a monthly basis, all Financial Income relating to the Set-Off Reserve Account, which shall be transferred by the Management Company to the benefit of the Seller outside of any Priority of Payments;

(ii) on each Monthly Payment Date, as long as a Downgrade Event has occurred and is continuing, provided that no Set-Off Amount remains unpaid by the Seller, transfer of an amount equal to the relevant Set-Off Reserve Decrease Amount (if any) to the Seller outside any applicable Priority of Payments;

(iii) from any date on which the Seller breaches its obligation to pay any Set-Off Amount to the Issuer, an amount equal to such due and payable but unpaid Set-Off Amount for transfer into the Operating Account; and

(iv) on the earlier of (i) the Issuer Liquidation Date, (ii) the Monthly Payment Date on which all Rated Notes have been redeemed in full and (iii) the first Monthly Payment Date following the date on which the Downgrade Event has ceased, subject to the Seller having complied in full with its obligation to pay any and all Set-Off Amounts due and payable pursuant to the Master Receivables Transfer Agreement, in full for transfer to the account of the Seller outside any applicable Priority of Payments.

Swap Collateral Account

Operation of the Swap Collateral Account

The Swap Collateral Account will be credited from time to time with collateral transferred by the Swap Counterparty, as the case may be, in accordance with the terms of the Swap Agreement and shall be debited with such amounts as are due to be transferred to the Swap Counterparty under the Swap Agreement.

The funds credited to this account and any interest or distributions thereon or liquidation proceeds thereof are held separate from and do not form part of the Available Collections or the Available Distribution Amounts (other than in the circumstances set out in the Swap Collateral Account Priority of Payments) and accordingly, are not available to fund general distributions of the Issuer. The funds contained in the Swap Collateral Account shall not be commingled with any other funds from any party other than (i) funds from the Swap Counterparty and (ii) any funds constituting the Replacement Swap Premium received from a replacement swap counterparty in order to fund the Swap Termination Amount due to the original Swap Counterparty.

In the event that the Swap Counterparty is replaced by a replacement swap counterparty, any Replacement Swap Premium received from the replacement swap counterparty shall be paid into the Swap Collateral Account and shall be used to pay any Swap Termination Amount due to the outgoing Swap Counterparty, as the case may be, in accordance with the Swap Collateral Account Priority of Payments. In addition, the funds standing to the credit of the Swap Collateral Account may be liquidated to fund such Swap Termination Amount or any part thereof in accordance with the Swap Collateral Account Priority of Payments.

In the event that the Swap Agreement is early terminated and the Swap Counterparty owes the Swap Termination Amount to the Issuer, such Swap Termination Amount shall be credited to the Swap Collateral Account and such Swap Termination Amount together with the funds standing to the credit of the Swap Collateral Account shall be liquidated to fund the payment of the Replacement Swap Premium in accordance with the Swap Collateral Account Priority of Payments.

Swap Collateral Account Priority of Payments

Pursuant to and subject to the terms of the Swap Collateral Account Priority of Payments set out in the Issuer Regulations, amounts standing to the credit of the Swap Collateral Account will not be available for the Issuer to make payments to the Noteholders or any other creditor of the Issuer, but will be applied only in the following circumstances:

(a) prior to the occurrence of an Early Termination Date (as defined in the Swap Agreement) in respect of the Swap Agreement, solely in or towards payment or transfer of the following amounts, directly to the Swap Counterparty, in accordance with the terms of the Credit Support Annex of the Swap Agreement:

(i) any Return Amounts (as defined in the Credit Support Annex of the Swap Agreement) in relation to the Swap Agreement;

(ii) any Interest Amounts (as defined in the Credit Support Annex of the Swap Agreement) in relation to the Swap Agreement; and

(iii) any return of collateral to the Swap Counterparty, upon a novation of its obligations under the Swap Agreement to the replacement swap counterparty;

(b) if an Early Termination Date (as defined in the Swap Agreement) occurs under the Swap Agreement, as a result of either (x) a Swap Event of Default in respect of the Swap Counterparty or (y) a Swap Additional Termination Event resulting from a downgrade of any of the ratings of the Swap Relevant Entities in the following order of priority:

(i) *first*, in or towards payment of any Replacement Swap Premium (if any) payable by the Issuer to a replacement swap counterparty; and

(ii) *second*, in or towards payment of any amount due to the outgoing Swap Counterparty in relation to the Swap Agreement;

(c) if an Early Termination Date (as defined in the Swap Agreement) occurs under the Swap Agreement in circumstances other than those described at paragraph (b) above, in the following order of priority:

(i) *first*, in or towards payment of any amount due to the outgoing Swap Counterparty in relation to the Swap Agreement; and

(ii) *second*, in or towards payment of any Replacement Swap Premium (if any) payable by the Issuer to a replacement swap counterparty in relation to the Swap Agreement.

No Debit Balance

Any payment or provision for payment is made by the Management Company only out of and to the extent of the credit balance of the relevant Issuer Account and subject to the application of the relevant Priority of Payments. None of the Issuer Accounts shall ever have a debit balance at any time during the life of the Issuer.

Limited Liability

The Management Company is not liable for any failure in the proper implementation of the Priority of Payments if it results from the failure of the Seller or Servicer to perform their respective obligations under the Master Receivables Transfer Agreement and/or Servicing Agreement or from the failure of the Issuer Account Bank to perform its obligations under the Account and Cash Management Agreement or from the failure of the Paying Agent to perform its obligations under the Paying Agency, Listing and Registrar Agreement.

Downgrading of the Rating of the Issuer Account Bank

Pursuant to the Account and Cash Management Agreement, if any of the ratings of the Issuer Account Bank's debt obligations becomes lower than the Required Ratings then the Management Company will, by written notice to the Issuer Account Bank (with copy to the Custodian), terminate the appointment

of the Issuer Account Bank and will appoint, with the prior consent of the Custodian, within sixty (60) calendar days, a substitute account bank on condition that such substitute account bank shall:

(a) be an Eligible Bank having at least the applicable Required Ratings; and

(b) have agreed with the Custodian and the Management Company to perform the respective duties and obligations of the Issuer Account Bank pursuant to and in accordance with terms satisfactory to the Custodian and the Management Company,

provided that:

(i) such substitution does not entail the downgrading of the then current ratings assigned to the Rated Notes; and

(ii) no termination of the Issuer Account Bank's appointment shall occur for so long as an eligible substitute account bank has not been appointed by the Management Company, with the prior consent of the Custodian.

Resignation of the Issuer Account Bank

The Issuer Account Bank may resign its appointment at any time, subject to the issuance sixty (60) calendar days in advance of a written notice addressed to the Custodian and the Management Company, provided, however, that such resignation will not take effect until the following conditions are satisfied:

(a) the substitute account bank is an Eligible Bank;

(b) a substitute account bank shall have agreed with the Custodian and the Management Company to perform the respective duties and obligations of the Issuer Account Bank pursuant to and in accordance with terms satisfactory to the Custodian and the Management Company;

(c) such substitution does not entail the downgrading of the then current ratings assigned to the Rated Notes; and

(d) no termination of the Issuer Account Bank's appointment shall occur for so long as an eligible substitute account bank has not been appointed by the Management Company, with the prior consent of the Custodian.

Governing Law and Submission to Jurisdiction

The Account and Cash Management Agreement is governed by, and will be construed in accordance with, French law and all claims and disputes arising in connection therewith shall be subject to the exclusive jurisdiction of the *Tribunal de Commerce* of Paris or, under the circumstances provided for by Article L. 722-4 of the French Commercial Code, the relevant competent courts in commercial matters within the jurisdiction of the *Cour d'appel* of Paris.

CREDIT OF THE ISSUER ACCOUNTS

In accordance with the provisions of the Issuer Regulations, the Management Company will give such instructions as are necessary to the Issuer Account Bank (with copy to the Custodian) to ensure that each of the Issuer Accounts is credited or, as the case may be, debited in the manner described above under this Section.

NO RECOURSE AGAINST THE ISSUER - DECISIONS BINDING

Pursuant to the Conditions and the applicable Transaction Documents, each of the Noteholders, the Seller, the Servicer, the Management Company, the Custodian, the Issuer Account Bank, the Paying Agent, the Listing Agent, the Data Protection Agent, the Swap Counterparty, the Arranger, the Sole Bookrunner and the Joint Lead Managers expressly and irrevocably (and the Management Company has expressly and irrevocably undertaken to procure, upon the conclusion of any agreement, in the name and on behalf of the Issuer with any third party, that such third party expressly and irrevocably):

(a) acknowledges that, in accordance with article L.214-169 of the French Monetary and Financial Code, it shall be bound by each of the Funds Allocation Rules (including, without limitation, the Priority of Payments), notwithstanding the opening against it of an insolvency proceeding pursuant to the provisions of Book VI of the French Commercial Code or any equivalent procedure governed by any foreign law (*procédure équivalente sur le fondement d'un droit étranger*) and such Funds Allocation Rules (including, without limitation, the Priority of Payments) shall apply even if the Issuer is liquidated;

(b) acknowledges that, in accordance with article L. 214-175, III of the French Monetary and Financial Code, the Issuer is liable for its debts (*n'est tenu de ses dettes*) to the extent of its assets (*qu'à concurrence de son actif*) and in accordance with the rank of its creditors as provided by law (*selon le rang de ses créanciers défini par la loi*) or, pursuant to article L. 214-169 of the French Monetary and Financial Code, in accordance with the provisions of the Issuer Regulations;

(c) agrees that in accordance with Article L. 214-169 of the French Monetary and Financial Code, the Issuer's assets may only be subject to civil proceedings (*mesures civiles d'exécution*) in accordance with the Funds Allocation Rules (including, without limitation, the applicable Priority of Payments);

(d) to the extent that it may have any claim (including any contractual claim or action (*action en responsabilité contractuelle*)) against the Issuer, the payment of which is not expressly contemplated under any applicable Funds Allocation Rules (including, without limitation, the Priority of Payments), undertakes to waive to demand payment of any such claim as long as all Notes and Residual Units have not been repaid in full; and

(e) agrees that in accordance with Article L. 214-175, III. of the French Monetary and Financial Code, provisions of Book VI of the French Commercial Code are not applicable to the Issuer.

(f) acknowledges that, in accordance with article L. 214-169, II of the French Monetary and Financial Code, it shall be bound by, the rules governing the decisions made by the Management Company in accordance with the provisions of the Issuer Regulations and the decisions made by the Management Company on the basis of such rules.

CREDIT STRUCTURE

REPRESENTATIONS AND WARRANTIES RELATED TO THE RECEIVABLES

In accordance with the provisions of the Master Receivables Transfer Agreement, the Seller gives certain representations and warranties relating to the transfer of Receivables to the Issuer, including as to the compliance of the Transferred Receivables with the Eligibility Criteria. Without prejudice to such representations and warranties, the Seller does not guarantee the solvency of the Lessees or the effectiveness of the related Ancillary Rights (see the Section entitled "*The Lease Agreements and the Receivables*" on page 121).

CREDIT ENHANCEMENT

The first protection for the Class A Noteholders and the Class B Noteholders derives, from time to time, from the available excess spread.

Credit enhancement to the Class A Notes is also provided by (i) the subordination of payments due in respect of the Class B Notes and the Class C Notes and (ii) the General Reserve.

In the event that the credit protection provided by the General Reserve is reduced to zero and the protection provided by the subordination of the Class B Notes and the subordination of the Class C Notes is reduced to zero, the Class A Noteholders will directly bear the risk of first loss of principal and interest related to the Transferred Receivables.

GENERAL RESERVE

Payment undertaking of the Seller

Pursuant to the provisions of the Master Receivables Transfer Agreement, the Seller shall constitute the General Reserve as security for the satisfaction of its obligation towards the Issuer to indemnify, on each Monthly Payment Date, the Issuer against the non-performance of any Transferred Receivable if and to the extent where the Issuer is not able to make any of the following payments on any relevant Monthly Payment Date:

(a) during the Revolving Period: any of the payments set out in paragraphs (1) to (4) of the applicable Priority of Payments; and

(b) during the Amortisation Period: any of the payments set out in paragraphs (1) to (12) of the applicable Priority of Payments (for the avoidance of doubt, the item (5) corresponds to a credit to the General Reserve for an amount equal to the applicable General Reserve Required Amount as of such Monthly Payment Date (subject to any netting in accordance with such Priority of Payments)); and

(b) during the Accelerated Amortisation Period: any of the payments set out in paragraphs (1) to (10) of the applicable Priority of Payments,

in each case, in accordance with, and subject to, the applicable Priority of Payments, and provided that in any case, whatever the amount of any such payments which the Issuer would not be able to make, the amount of the obligation of the Seller under the payment undertaking referred to above shall be equal to the minimum of (i) the amount of that payment and (ii) the amount of the General Reserve Cash Deposit still outstanding as of the date on which that obligation becomes due and payable pursuant to the guarantee referred to above, so that the aggregate of all payment obligations of the Seller under its payment obligations described above will never exceed the amount of the General Reserve Cash Deposit.

Establishment, replenishment, release and use of the General Reserve

In accordance with the provisions of the Master Receivables Transfer Agreement, as security for the due and timely payment of any and all amounts due and payable under the payment undertaking referred to above, the Seller will make, on the Closing Date, the General Reserve Cash Deposit with the Issuer by way of full transfer of title.

The General Reserve Cash Deposit Amount will be equal to the General Reserve Required Amount applicable on the Closing Date. The General Reserve Cash Deposit will constitute the initial balance standing to the credit of the General Reserve Account.

In accordance with the Issuer Regulations, the credit balance of the General Reserve Account shall be transferred by the Management Company to the Operating Account on each Monthly Payment Date during the Revolving Period or the Amortisation Period (subject to any netting in accordance with the applicable Priority of Payments), and on the first Monthly Payment Date of the Accelerated Amortisation Period and applied in accordance with the relevant Priority of Payments.

On each Monthly Payment Date during the Revolving Period or the Amortisation Period, the Management Company shall credit the General Reserve Account, by debit of the Operating Account in accordance with the relevant Priority of Payments (subject to any netting in accordance with such Priority of Payments).

The interest and proceeds of the Authorised Investments, if any, on the General Reserve Account shall be transferred by the Management Company, to the benefit of the Issuer and credited to the Operating Account and be part of the Available Distribution Amounts.

GLOBAL LEVEL OF CREDIT ENHANCEMENT

On the Closing Date, the Class B Notes and the Class C Notes are expected to provide the Class A Noteholders with a total credit enhancement equal to 27.5% (13.6% with respect to the Class B Notes and 13.9% with respect to the Class C Notes) of the initial aggregate principal amounts of the Class A Notes, the Class B Notes and the Class C Notes.

In addition, on the Closing Date, additional liquidity and credit protection is provided by the General Reserve Account, equal to 1.5% of the initial Notes Outstanding Amount of the Notes. The level of collateralisation (as calculated by the ratio between the Aggregate Discounted Balance and the principal outstanding amount of the Class A Notes) of the Class A Notes will be equal to 137%.

CASH MANAGEMENT AND INVESTMENT RULES

INTRODUCTION

In accordance with the Account and Cash Management Agreement, the Management Company will be entitled to invest the Available Cash. Following the execution of the Priority of Payments, the sums available for investment shall be the Available Cash. The Available Cash will be invested and managed in accordance with the provisions of the following investment rules.

AUTHORISED INVESTMENTS

The Available Cash may only be invested into the following investments (the **Authorised Investments**):

(a) Euro denominated cash deposits (*dépôts en espèces*) with a credit institution whose registered office is located in a Member State of the European Economic Area or the Organisation for Economic Co-operation and Development having at least the Required Ratings and which can be repaid or withdrawn at any time on demand by the Management Company, acting on behalf of the Issuer;

(b) Euro-denominated French Treasury bonds (*bons du Trésor*) or Euro-denominated debt securities issued by the Federal Republic of Germany or by the United Kingdom having a maximum maturity of one (1) month and a maturity date which is at least one (1) Business Day prior to the next Monthly Payment Date with a rating of at least P-1 (short-term) and A2 (long-term) by Moody's and with a rating of at least R-1 (low) (short-term) or A (long-term) by DBRS;

(c) Euro denominated debt securities which, in accordance with Article D. 214-219, 2° of the French Monetary and Financial Code, represent a monetary claim against the relevant issuer (*titres de créances représentant chacun un droit de créance sur l'entité qui les émet*) provided that:

(i) such debt securities are negotiated on a regulated market located in a Member State of the European Economic Area, but provided also that such debt securities do not give a right of access directly or indirectly to the share capital of a company;

(ii) such debt securities have at least a rating of:

(A) Moody's:

(I) maximum maturity of 30 days: P-1 (short-term) or A2 (long-term);

(II) maximum maturity of 60 days: P-1 (short-term) or A2 (long-term);

(B) DBRS:

(I) if the issue of the debt securities is rated by DBRS:

(1) maximum maturity of 30 days: R-1 (low) (short term) or A (long-term);

(2) maximum maturity of 90 days: R-1 (middle) (short term) or AA (low) (long term);

(3) maximum maturity of 180 days: R-1 (high) (short term) or AA (long-term);

(4) maximum maturity of 365 days: R-1 (high) (short term) or AAA (long-term);

(II) if there is no DBRS Long-term Rating, then as determined by DBRS through its private rating provided that if there is no private rating by DBRS, then for DBRS the required ratings will mean the following ratings from at least two of the following rating agencies:

(1) a short-term rating of at least F1 by Fitch;

(2) a short-term rating of at least A-1 by S&P;

(3) a short-term rating of at least P-1 by Moody's;

(iii) such debt securities are scheduled to mature at least one (1) Business Day prior to the next Monthly Payment Date; and

(iv) the investments in such debt securities are limited, on the relevant investment date, to 5% of an amount equal to the sum of the par value of the Transferred Receivables, the Available Cash and the Authorised Investments as at such date;

(d) Euro-denominated negotiable debt securities (*titres de créances négociables*) which are rated at least:

(i) Moody's: Aaa (long-term) or P-1 (short-term);

(ii) DBRS:

(i) if the issuer of the debt securities is rated by DBRS: R-1 (high) (short-term) or AAA (long-term);

(ii) if there is no DBRS Long-term Rating, then as determined by DBRS through its private rating provided that if there is no private rating by DBRS, then for DBRS the required ratings will mean the following ratings from at least two of the following rating agencies:

(A) a short-term rating of at least F1 by Fitch;

(B) a short-term rating of at least A-1 by S&P;

(C) a short-term rating of at least P-1 by Moody's,

and are scheduled to mature at least one (1) Business Day prior to the next Monthly Payment Date; or

(e) Euro-denominated shares (*actions*) or units (*parts*) issued by UCITS (*organismes de placement collectif en valeurs mobilières*) whose assets are invested in (1) French treasury bonds (*bons du Trésor*) and/or (2) negotiable debt securities (*titres de créances négociables*) of the type permitted pursuant to the foregoing clause (d), which are scheduled to mature at least one (1) Business Day prior to the next Monthly Payment Date and are rated at least:

(i) Moody's: Aaa (long-term);

(ii) DBRS:

(A) if the issuer is rated by DBRS: R1 (high) with respect to the short-term unsecured, unsubordinated and unguaranteed debt obligations and at least AAA with respect to the long-term unsecured, unsubordinated and unguaranteed debt obligations; or

(B) if there is no DBRS Long-term Rating, then as determined by DBRS through its private rating provided that if there is no private rating by DBRS, then for DBRS the required ratings will mean the following ratings from at least two of the following rating agencies:

(I) a short-term rating of at least F1+ by Fitch;

(II) a short-term rating of at least A-1 by S&P;

(III) a short-term rating of at least P-1 by Moody's,

provided always that (i) the investment rules set out in clause 5 (Investment Rules) of the Account and Cash Management Agreement be complied with, (ii) the Authorised Investments described above shall never consist in whole or in part, actually or potentially, of credit-linked notes, synthetic securities or similar claims resulting from the transfer of credit risk by means of credit derivatives, swaps or tranches of other asset backed securities or any other excluded instrument specified in the European Central Bank monetary policy regulations applicable from time to time.

INVESTMENT RULES

The investment rules mentioned above and set out in the Account and Cash Management Agreement aim to avoid any risk of capital loss and provide for the selection of securities benefiting from a credit rating which would not adversely affect the level of security afforded to the Noteholders and to the Residual Unitholder(s) (and in particular the credit rating of the Rated Notes). Such monies will be invested in Euro denominated cash deposits (*dépôts en espèces*) with Société Générale as long as such investment is available and comply with the definition of Authorised Investments. Otherwise such monies will be invested in available Euro denominated debt securities issued by Société Générale or any of its affiliates as long as such investment comply with the definition of Authorised Investments. If there is no longer one (1) Authorised Investment's support available among the supports referred to in above, the Available Cash shall be invested in other Authorised Investments. An investment (other than cash deposits (*dépôts en espèces*) referred to in paragraph (a) of the definition of "Authorised Investments" above) shall never be made for a maturity ending after the Business Day prior to the Monthly Payment Date which immediately follows the date upon which such investment is made, nor shall it be disposed of prior to its maturity except in exceptional circumstances and for the sole purposes of protecting the interests of the Noteholders and of the Residual Unitholder(s). Such circumstances may be (i) a material adverse change in the legal, financial or economic situation of the Issuer of the relevant security(ies) or (ii) the risk of the occurrence of a market disruption or an inter-bank payments system failure on or about the maturity date of the relevant security(ies).

DESCRIPTION OF THE SWAP DOCUMENTS

The following description of the Swap Agreement consists of a general description of the principal terms of the Swap Agreement in connection with the Class A Notes. Capitalised terms used but not otherwise defined in the following summary or elsewhere in this Prospectus shall have the meanings given to such terms in the Glossary of this Prospectus, in the Swap Agreement (as the case may be).

INTRODUCTION

In accordance with Article R. 214-217-2 and Article R. 214-224 of the French Monetary and Financial Code and pursuant to the terms of the Issuer Regulations, the Issuer will enter into the Swap Agreement with Royal Bank of Canada, established as a Canadian Bank incorporated under and governed by the Bank Act (Canada), whose head office is located at 1 Place Ville Marie, Montreal, Quebec, H3B 3A9, Canada, licensed as a Schedule I bank under the *Bank Act* (Canada), acting through its Paris Branch located et 58 Avenue Marceau, 75008 Paris and licensed as an *établissement de crédit* (credit institution) by the *Autorité de Contrôle Prudentiel et de Résolution* (as **Swap Counterparty**).

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

SWAP AGREEMENT

On or before the Closing Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty. The Swap Agreement will be documented by a 2002 Master Agreement (English law) published by the International Swaps and Derivatives Association, Inc., as amended and supplemented by the Schedule and Credit Support Annex thereto and one confirmation thereunder.
In accordance with the Swap Agreement:

(a) each fixed rate payment date under the Swap Agreement (on which day the Issuer will pay a fixed amount to the Swap Counterparty) and each floating rate payment date under the Swap Agreement (on which day the Swap Counterparty will pay a floating amount to the Issuer) will be each Monthly Payment Date;

(b) payments due under the Swap Agreement will be determined on the Calculation Date immediately preceding a Monthly Payment Date;

(c) the floating rate used to calculate the amount payable by the Swap Counterparty on each floating rate payment date pursuant to the Class A Notes Swap Confirmation will be the sum of one (1) month EURIBOR and the Relevant Margin applicable to the Class A Notes (subject to a minimum of zero); and

(d) the fixed rate used to calculate the amounts payable by the Issuer on any Monthly Payment Date will be determined on or about 22 June 2023 and not greater than 4.5% *per annum* and will be set out in the Class A Notes Swap Confirmation.

The notional amount under the Swap Agreement of the Class A Notes will be:

(i) in respect of the first Swap Calculation Period, an amount equal to €500,000,000; and

(ii) in respect of each subsequent Swap Calculation Period, an amount equal to the aggregate Outstanding Amount of the Class A Notes, as of the Monthly Payment Date at the commencement of such Swap Calculation Period.

The Termination Date (as defined in the Swap Agreement) of the Interest Rate Swap Transaction will be the earlier to occur of the Legal Maturity Date or the date on which the Class A Notes have been redeemed in full other than in case of occurrence of specific Swap Additional Termination Events.

No Additional Payment

In the event that the Issuer is obliged, at any time, to deduct or withhold any amount for or on account of any withholding tax from any sum payable by the Issuer under the Swap Agreement, the Issuer is not liable to pay to the Swap Counterparty any such additional amount. If the Swap Counterparty is obliged, at any time, to deduct or withhold any amount for or on account of any tax from any sum payable to the Issuer under the Swap Agreement, the Swap Counterparty shall, at the same time, pay such additional amount as is necessary to ensure that the Issuer receives a sum equal to the amount it would have received in the absence of any deduction or withholding. If such event occurs as a result of a change in tax law, the Swap Counterparty shall be entitled to terminate the affected Swap Transaction if it is unable to transfer the Swap Transaction to another Office or to an Affiliate in order to avoid the Tax Event (as such terms are defined therein).

Credit Support

With respect to the Swap Agreement, the Issuer and the Swap Counterparty will enter into a Credit Support Annex (which will supplement and form part of the Swap Agreement). The Swap Counterparty will be obliged to transfer collateral to the Issuer in accordance with the terms of the Credit Support Annex under the Swap Agreement if the Swap Counterparty and its Credit Support Provider (if any) specified in the Swap Agreement (together, the **Relevant Entities**):

(a) (i) have not met the DBRS Required Rating for a period of thirty (30) Local Business Days (as defined in the relevant Swap Document) and have not taken other action (such as transferring the Swap Agreement to an Eligible Replacement or obtaining an Eligible Guarantee, each term as defined in the Swap Agreement) to avoid a Swap Additional Termination Event under the Swap Agreement; or (ii) have not met the DBRS Subsequent Required Rating; or

(b) either (i) do not have, on the Closing Date, the Moody's First Trigger Required Rating; or (ii) if they had, on the Closing Date, the Moody's First Trigger Required Rating, ceases, for a period of at least thirty (30) Local Business Days, to have the Moody's First Trigger Required Rating,

(together, the **Collateral Posting Triggers**). The Swap Counterparty may also be required to take other action (such as transferring the Swap Agreement to an Eligible Replacement or obtaining an Eligible Guarantee, each term as defined in the Swap Agreement) to avoid a Swap Additional Termination Event under the Swap Agreement.

For the purposes of this Section:

An entity has a **"Moody's First Trigger Required Rating"** if its counterparty risk assessment from Moody's is "A3(cr)" or above or, if a counterparty risk assessment is not available for such entity, if its long-term, unsecured and unsubordinated debt or counterparty obligations are rated "A3" or above by Moody's.

Moody's Second Trigger Required Ratings means, with respect to an entity, (A) its long-term counterparty risk assessment from Moody's is "Baa3(cr)" or above or (B) provided that such long-term

counterparty risk by Moody's is not available, its long-term, unsecured and unsubordinated debt or counterparty obligations are rated "Baa3" or above by Moody's.

Termination of all Interest Rate Swap Transactions under the Swap Agreement

The Issuer will have the right (exercisable by the Management Company on its behalf) to early terminate the Interest Rate Swap Transaction under the Swap Agreement:

(a) upon the occurrence of any of the events described in the following sections of the Swap Agreement: Section 5(a)(i) (Failure to Pay or Deliver), Section 5(a)(ii) (Breach of Agreement), Section 5(a)(iii) (Credit Support Default), Section 5(a)(iv) (Misrepresentation), Section 5(a)(v) (Default under Specified Transaction), Section 5(a)(vi) (Cross Default), Section 5(a)(vii) (Bankruptcy), Section 5(a)(viii) (Merger without Assumption), Section 5(b)(i) (Illegality), Section 5(b)(ii) (Force Majeure), Section 5(b)(iii) (Tax Event) (as amended in the schedule to the Swap Agreement) and Section 5(b)(iv) (Tax Event upon Merger) (as amended in the schedule to the Swap Agreement); and

(b) upon the occurrence of any of the Swap Additional Termination Events set out below in the Sub-sections entitled "*DBRS Ratings Event*" and "*Moody's Ratings Event*":

DBRS Ratings Event

A Swap Additional Termination Event under the Swap Agreement entitling the Issuer to terminate the Interest Rate Swap Transaction under the Swap Agreement will occur as set out below:

(a) in the event that neither of the Swap Relevant Entities have a DBRS Rating (Swap) at least as high as "A" or a DBRS Equivalent Rating (Swaps) between "1" and "6" (inclusive) (the **DBRS Required Rating** and such cessation being an **Initial DBRS Rating Event**), the Swap Counterparty shall, at its own cost, either:

(i) as soon as practicable and in any case within thrity (30) Business Days of the occurrence of such Initial DBRS Rating Event, post collateral as required in accordance with the provisions of the Credit Support Annex under the Swap Agreement; or

(ii) as soon as practicable and in any case within thirty (30) Business Days of the occurrence of such Initial DBRS Rating Event:

(A) transfer all of its rights and obligations with respect to the Swap Agreement to a replacement third party who has a DBRS Rating (Swaps) of at least “A” or a DBRS Equivalent Rating (Swaps) between “1” and “6” (inclusive) or equivalent; or

(B) procure another person who has a DBRS Rating (Swaps) of not less than “A” by DBRS or a DBRS Equivalent Rating (Swaps) between “1” and “6” (inclusive) or equivalent to provide an Eligible Guarantee in respect of the obligations of the Swap Counterparty under the Swap Agreement; or

(C) take such other action (which may, for the avoidance of doubt, include taking no action) as will result in the rating of the Relevant Notes by DBRS following the taking of such action being maintained at, or restored to, the level at which it was immediately prior to such Initial DBRS Rating Event (and not placed on negative watch).

(b) In the event that neither the Swap Counterparty nor the Swap Relevant Entities from time to time in respect of the Swap Counterparty, has a DBRS Rating (Swaps) at least as high as "BBB" or a DBRS Equivalent Rating (Swaps) between "1" and "9" (inclusive) (the **DBRS Subsequent Required Rating** and such cessation being a **Subsequent DBRS Rating Event**), the Swap Counterparty shall:

(i) at its own cost, and on a reasonable efforts basis:

(A) transfer all of its rights and obligations with respect to the Swap Agreement to an entity that (I) meets the DBRS Subsequent Required Rating, provided that such entity transfers collateral in accordance with the Credit Support Annex to the Swap Agreement or (II) meets the DBRS Required Rating, in accordance with Part 5(l) (Transfer) of the Swap Agreement;

(B) procure an Eligible Guarantee (as defined in the Swap Agreement) in respect of the obligations of the Swap Counterparty under the Swap Agreement, from an entity that meets the DBRS Required Rating, or would otherwise maintain the rating of the Rated Notes to the level at which it was immediately prior to such Subsequent DBRS Rating Event; or

(C) take such other action (which may, for the avoidance of doubt, include taking no action) as will result in itself in the rating of the Rated Notes by DBRS following the taking of such action being maintained at, or restored to, the level at which it was immediately prior to such Subsequent DBRS Rating Event (and not placed on negative watch); and

(ii) at its own cost and as soon as possible after the occurrence of such Subsequent DBRS Rating Event, but in any event within thirty (30) Local Business Days of the occurrence of such Subsequent DBRS Rating Event, post collateral in accordance with the provisions of the Credit Support Annex under the Swap Agreement.

If the Swap Counterparty does not take any of the measures described in paragraphs (b)(i) or (b)(ii) above relating to an Initial DBRS Rating Event or Subsequent DBRS Rating Event, a Swap Additional Termination Event shall be deemed to occur in relation to the Swap Agreement on the thirtieth (30th) Local Business Day following the Initial DBRS Rating Event or Subsequent DBRS Rating Event, as applicable.

Moody's Ratings Event

A Swap Additional Termination Event under the Swap Agreement entitling the Issuer to terminate the Swap Agreement will occur in the event that:

(a) the Swap Counterparty fails to comply with or to perform any obligation to be complied with or performed by the Swap Counterparty in accordance with the Credit Support Annex under the Swap Agreement and either (i) at least one of the Swap Relevant Entities has the Moody's Second Trigger Required Ratings or (ii) less than thirty (30) Local Business Days have elapsed since the last time none of the Swap Relevant Entities had the Moody's Second Trigger Required Ratings; or

(b) (i) none of the Swap Relevant Entities has the Moody's Second Trigger Required Ratings and at such time thirty (30) or more Local Business Days have elapsed since the last time at least one of the Swap Relevant Entities had the Moody's Second Trigger Required Ratings and (ii) at least one Eligible Replacement has made a Firm Offer (as defined in the Swap Agreement) that would, assuming the occurrence of an Early Termination Date (as defined in the Swap

Agreement), qualify as a Market Quotation (in accordance with the terms of the Swap Agreement) which remains capable of becoming legally binding upon acceptance.

Swap Counterparty Termination Rights

The Swap Counterparty will have the right, at all times, to early terminate the Swap Agreement upon the occurrence, with respect to the Issuer, of any of the events described in the following sections of the Swap Agreement: Section 5(a)(i) (Failure to Pay or Deliver), Section 5(b)(i) (Illegality), Section 5(b)(ii) (Force Majeure), Section 5(b)(iii) (Tax Event) (in the limited circumstances set out in the schedule to the Swap Agreement) or following the occurrence of any of the following Swap Additional Termination Events:

(a) an amendment or supplement is made to (or any waiver is given in respect of) any of the Transaction Documents which, in the opinion of the Swap Counterparty, materially and adversely affects the Swap Counterparty with respect to any amount payable to, or by, the Swap Counterparty or the priority of payment of any amount payable to, or by, the Swap Counterparty without the prior written consent of the Swap Counterparty unless the Swap Counterparty shall have given its prior consent in writing; or

(b) if all (but not some only) of the Class A Notes then outstanding becoming irrevocably repaid or prepaid or otherwise discharged in full (including if the Issuer is liquidated by the Management Company in accordance with Article L. 214-186 of the French Monetary and Financial Code and the relevant provisions of the Issuer Regulations).

GOVERNING LAW AND SUBMISSION TO JURISDICTION

The Swap Agreement, and any non-contractual obligations arising out of or in connection with such agreement, will be governed by, and construed in accordance with, English law. The Swap Agreement is subject to the exclusive jurisdiction of the English courts.

DESCRIPTION OF THE SWAP COUNTERPARTY

On the Closing Date the Swap Counterparty is Royal Bank of Canada, acting through its Paris Branch located at 58 Avenue Marceau, 75008 Paris and licensed as an *établissement de crédit* (credit institution) by the *Autorité de Contrôle Prudentiel et de Résolution*.

Royal Bank of Canada (referred to in this section as "Royal Bank") is a Schedule I bank under the Bank Act (Canada), which constitutes its charter and governs its operations. Royal Bank's corporate headquarters are located at Royal Bank Plaza, 200 Bay Street, Toronto, Ontario, M5J 2J5, Canada, and its head office is located at 1 Place Ville Marie, Montreal, Quebec, H3B 3A9, Canada. Royal Bank of Canada is the parent company of RBC Capital Markets, which is acting as Joint Lead Manager.

Royal Bank is a global financial institution with a purpose-driven, principles-led approach to delivering leading performance. Our success comes from the 98,000+ employees who leverage their imaginations and insights to bring our vision, values and strategy to life so we can help our clients thrive and communities prosper. As Canada's biggest bank, and one of the largest in the world based on market capitalization, we have a diversified business model with a focus on innovation and providing exceptional experiences to our 17 million clients in Canada, the U.S. and 27 other countries.

Royal Bank had, on a consolidated basis, as at April 30, 2023, total assets of C$1,940.3 billion (approximately US$1,431.9 billion[1]), equity attributable to shareholders of C$111.3 billion (approximately US$82.1 billion[2]) and total deposits of C$1,210.1 billion (approximately US$893.0 billion1). The foregoing figures were prepared in accordance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB) and have been extracted and derived from, and are qualified by reference to, Royal Bank's unaudited Interim Condensed Consolidated Financial Statements included in its quarterly Report to Shareholders for the fiscal period ended April 30, 2023.

The senior long-term debt[3] of Royal Bank has been assigned ratings of A (stable outlook) by S&P Global Ratings, A1 (stable outlook) by Moody's Investors Service and AA- (stable outlook) by Fitch Ratings. The legacy senior long-term debt[4] of Royal Bank has been assigned ratings of AA- by S&P Global Ratings, Aa1 by Moody's Investors Service and AA by Fitch Ratings. Royal Bank's common shares are listed on the Toronto Stock Exchange and the New York Stock Exchange under the trading symbol "RY." Its preferred shares are listed on the Toronto Stock Exchange.

On written request, and without charge, Royal Bank will provide a copy of its most recent publicly filed Annual Report on Form 40-F, which includes audited Consolidated Financial Statements, to any person to whom this Prospectus is delivered. Requests for such copies should be directed to Investor Relations, Royal Bank of Canada, by writing to 200 Bay Street, South Tower, Toronto, Ontario, M5J 2J5, Canada, or by calling (416) 955-7802, or by visiting rbc.com/investorrelations[5].

The delivery of this Prospectus does not imply that there has been no change in the affairs of Royal Bank since the date hereof or that the information contained or referred to herein is correct as at any time subsequent to its date.

[1] As at April 30, 2023: C$1.00 = US$0.738
[2] As at April 30, 2023: C$1.00 = US$0.738
[3] Includes senior long-term debt issued on or after September 23, 2018 which is subject to conversion under the Canadian Bank Recapitalization (Bail-in) regime
[4] Includes senior long-term debt issued prior to September 23, 2018 and senior long-term debt issued on or after September 23, 2018 which is excluded from the Bail-in regime
[5] This website URL is an inactive textual reference only, and none of the information on the website is incorporated in this Prospectus

LIQUIDATION OF THE ISSUER

GENERAL

Unless the Management Company initiates the early liquidation of the Issuer in accordance with Article L. 214-186 of the French Monetary and Financial Code, the Issuer Regulations and the Master Receivables Transfer Agreement, in the circumstances described below, the Issuer shall be liquidated within six (6) months following the full extinction of the last Transferred Receivables held by the Issuer in accordance with the Issuer Regulations.

ISSUER LIQUIDATION EVENTS

The Management Company is entitled to initiate the liquidation of the Issuer and carry out the corresponding liquidation formalities upon the occurrence of any of the following events (each, an **Issuer Liquidation Event**):

(a) it is in the interest of the Noteholders and of the Residual Unitholder(s) to liquidate the Issuer;

(b) the aggregate Discounted Balance of the Lease Agreements relating to non-matured Transferred Receivables (*créances non échues*) falls below 10% of the Aggregate Discounted Balance as of the Cut-Off Date immediately preceding the Closing Date and the liquidation is requested by the Seller; or

(c) all of the Notes and the Residual Units issued by the Issuer are held solely by ALD Automotive and/or affiliate(s) of ALD Automotive and each of ALD Automotive and/or such affiliate(s) of ALD Automotive requests the liquidation of the Issuer.

LIQUIDATION PROCEDURE

Initiation of the Procedure

Pursuant to the Issuer Regulations, upon the occurrence of an Issuer Liquidation Event, if the Management Company initiates the liquidation of the Issuer, it will immediately notify the Seller, with a copy to the Custodian, of the occurrence of such Issuer Liquidation Event.

Clean-up Offer

Upon notification of its intention to liquidate the Issuer in accordance with the above, the Management Company will propose to the Seller to repurchase in whole (but not in part) all of the remaining outstanding Transferred Receivables (together with their Ancillary Rights, if any) within a single transaction, in accordance with and subject to the following provisions and the provisions of Articles L. 214-169, R. 214-226 and D. 214-227 of the French Monetary and Financial Code, for a repurchase price determined in accordance with the provisions below.

The Seller will have the discretionary right to refuse such proposal.

In the event of:

(a) the Seller's acceptance of the Management Company's offer, the assignment of the outstanding remaining Transferred Receivables will take place on the next relevant Monthly Payment Date following the date of that offer or such other date agreed between the Management Company, the Custodian and the Seller. The Seller will pay the repurchase price on that date by wire transfer to the credit of the Operating Account; or

(b) the Seller's refusal of the Management Company's offer, the Management Company will use its best endeavours to assign the remaining outstanding Transferred Receivables to a credit institution or such other entity authorised by French law and regulations to acquire the remaining outstanding Transferred Receivables under similar terms and conditions.

Repurchase Price of the Receivables

In determining the repurchase price of the remaining outstanding Transferred Receivables hereunder, the Management Company will take account of:

(a) the expected net amount payable in respect of the remaining outstanding Transferred Receivables, together with any interest (if any) accrued thereon; and

(b) the residual Available Distribution Amount or the credit balance of the Operating Account, the unallocated credit balance of the Operating Account and the General Reserve Account,

provided that such repurchase price shall be sufficient so as to allow the Management Company to pay in full all amounts in principal and interest and of any nature whatsoever, due and payable in respect of the outstanding Class A Notes after the payment of all liabilities of the Issuer ranking *pari passu* with or in priority to those amounts in the relevant Priority of Payments, failing which such assignment shall not take place.

Liquidation of the Issuer

The Management Company will liquidate the Issuer upon the assignment of the remaining outstanding Transferred Receivables or the full extinction of the last Transferred Receivables held by the Issuer, as applicable.

Such liquidation is not conditional upon the payment in full of all of the creditors' debts against the Issuer (except, in the case of a clean-up offer made in accordance with the above, in respect of the Noteholders and the Residual Unitholder(s) and without prejudice to the application of the relevant Priority of Payments).

Duties of the Management Company

The Management Company shall be responsible for the liquidation of the Issuer. For this purpose, it shall be vested with the broadest powers to sell all of the assets of the Issuer, to pay any amount due and payable to the creditors of the Issuer, the Noteholders and the Residual Unitholder(s) in accordance with the applicable Priority of Payments, and to distribute any residual sums.

The Statutory Auditor and the Custodian will continue to exercise their functions until completion of the liquidation of the Issuer.

Any liquidation surplus (*boni de liquidation*) will be paid to the Residual Unitholder(s).

MODIFICATIONS TO THE TRANSACTION DOCUMENTS

GENERAL

Any modification to the information provided in this Prospectus will be made public in a report (*communiqué*), after prior notification of the Rating Agencies. This report (*communiqué*) will be annexed to a supplement pursuant to Article 23 of the Prospectus Regulation and incorporated in the next management report to be issued by the Management Company acting on behalf of the Issuer. Any modification occurring after the date on which the trading of the Class A Notes has begun will be published in accordance with Condition 9 (Notice to Noteholders). These changes will be binding upon the Noteholders and the Residual Unitholder(s) within three (3) Business Days after they have been informed thereof.

MODIFICATIONS OF THE TRANSACTION DOCUMENTS

The Management Company, acting in its capacity as founder of the Issuer, may agree to amend or waive from time to time the provisions of certain Transaction Documents, provided that:

(a) such amendment or waiver shall be made in writing between the parties to the relevant Transaction Document, unless provided therein;

(b) the Management Company has notified any contemplated amendment to the Rating Agencies and has confirmed that it has not received any notice from any Rating Agency that such amendment or waiver may result in the downgrading of the then current ratings assigned to the Rated Notes;

(c) any amendment to the financial characteristics of any Class of Notes issued by the Issuer shall require the prior approval of the Noteholders of the relevant Class of Notes (as the case may be, by a decision of the general assembly of the relevant *Masse* passed under the applicable majority rule);

(d) any amendment to any rule governing the allocation of available funds between the different Classes of Notes shall require the prior approval of the affected Noteholders of any Class of Notes (as the case may be, by a decision of the general assembly of the relevant *Masse* passed under the applicable majority rule);

(e) any amendment to the financial characteristics of the Residual Units shall require the prior approval of the Residual Unitholder(s);

(f) no consent of the Noteholders shall be required by the Management Company in particular for the modifications referred to in Condition 8 (other than the modifications referred to in Condition 8.3(b)(iii));

(g) subject to paragraphs (a) to (e) above, any amendments to the Issuer Regulations or to any other Transaction Document shall be notified to the Noteholders and the Residual Unitholder(s) of all outstanding Notes and the Residual Units, it being specified that such amendments shall be, automatically and without any further formalities (*de plein droit*), enforceable as against such Noteholders and Residual Unitholder(s) within three (3) Business Days after they have been notified thereof;

(h) whenever the consent of a Rating Agency in connection with any amendment or waiver of any provision of the Issuer Regulations in accordance with the provisions of the Issuer Regulations is requested, the Management Company shall immediately notify the Swap Counterparty and inform it of such request and amendment or waiver; and

(i) whenever the parties to any Transaction Document wish to make any amendment or waiver to a Transaction Document which may adversely affect the Swap Counterparty with respect to any amount payable to, or by, such Swap Counterparty or the priority of payment of any amount payable to, or by the Swap Counterparty, the Management Company shall immediately notify the Swap Counterparty accordingly and the Swap Counterparty shall give its prior written consent (not to be unreasonably withheld or refused and to be provided with a reasonable time period) to such amendment. Other than in such circumstance, the consent and/or signature of the Swap Counterparty shall not be required to modify any Transaction Document.

The Management Company shall provide a copy of any such amendment or waiver to the Rating Agencies.

GOVERNING LAW AND SUBMISSION TO JURISDICTION

GOVERNING LAW

The Notes and the Residual Units are governed by French law.

The Transaction Documents (other than the Swap Documents which are governed by, and shall be construed in accordance with, English law) are governed by and shall be construed in accordance with French law.

SUBMISSION TO JURISDICTION

All claims and disputes relating to the establishment, the operation or the liquidation of the Issuer, which may involve the Noteholders, the Management Company and/or the Residual Unitholder(s), will be subject to the exclusive jurisdiction of the *Tribunal de Commerce* of Paris or, under the circumstances provided for by Article L. 722-4 of the French Commercial Code, the relevant competent courts in commercial matters within the jurisdiction of the *Cour d'appel* of Paris.

The Swap Agreement is subject to the exclusive jurisdiction of the English courts.

GENERAL ACCOUNTING PRINCIPLES

The accounts of the Issuer shall be prepared in accordance with the recommendations of the French *Conseil National de la Comptabilité* (National Accounting Board) as set out in its *règlement* n° 2016-02 dated 11 March 2016.

TRANSFERRED RECEIVABLES AND INCOME

The Transferred Receivables shall be recorded on the Issuer's balance sheet at their nominal value. The potential difference between the purchase price and the nominal value of the Transferred Receivables, whether positive or negative, shall be carried in an adjustment account on the asset side of the balance sheet. This difference shall be carried forward on a pro rata basis of the amortisation of the Transferred Receivables.

The interest on the Transferred Receivables shall be recorded in the income statement, *pro rata temporis*. The accrued and overdue interest shall appear on the asset side of the balance sheet in an apportioned receivables account.

Delinquencies or defaults on the Transferred Receivables existing as at their purchase date are recorded in an adjustment account on the asset side of the balance sheet. This amount shall be carried forward on a *pro rata temporis* basis over a period of 12 months.

The Transferred Receivables that are accelerated by the Servicer pursuant to the terms and conditions of the Servicing Agreement and in accordance with the Servicing Procedures shall be accounted for as a loss in the account for defaulted assets.

NOTES AND INCOME

The Notes shall be recorded at their nominal value and disclosed separately in the liability side of the balance sheet. Any potential differences, whether positive or negative, between the issuance price and the nominal value of the Notes shall be recorded in an adjustment account on the liability side of the balance sheet. These differences shall be carried forward on a pro rata basis of the amortisation of the Transferred Receivables.

The interest due with respect to the Notes shall be recorded in the income statement *pro rata temporis*. The accrued and overdue interest shall appear on the liability side of the balance sheet in an apportioned liabilities account.

EXPENSES, FEES AND INCOME RELATED TO THE OPERATION OF THE ISSUER

The various expenses, fees and income paid to the Custodian, the Management Company, the Servicer, the Paying Agent, the Listing Agent, the Registrar, the Data Protection Agent, the Swap Counterparty and the Issuer Account Bank shall be recorded, as expenses, in the accounts *pro rata temporis* over the accounting period.

All costs related to the establishment of the Issuer shall be borne by the Seller.

SWAP DOCUMENTS

The interest received and paid pursuant to the Swap Agreement shall be recorded at their net value in the income statement. The accrued interest to be paid or to be received shall be recorded in the income statement *pro rata temporis*. The accrued interest to be paid or to be received shall be recorded, with respect to the Swap Agreement, on the liability side of the balance sheet, where applicable, on an apportioned liabilities account (*compte de créances ou de dettes rattachées*).

PLACEMENT FEES

The placement fees with respect to the Class A Notes shall be paid by the Seller in accordance with the terms and conditions of the Class A Notes Subscription Agreement.

CASH DEPOSIT

Any cash deposit shall be recorded on the credit of the relevant reserve accounts on the liability side of the balance sheet.

AVAILABLE CASH

The Financial Income shall be recorded in the income statement *pro rata temporis*.

INCOME

The net income shall be posted to a retained earnings account.

LIQUIDATION SURPLUS

The liquidation surplus (*boni de liquidation*) shall consist of the income arising from the liquidation of the Issuer and the retained earnings.

DURATION OF THE ACCOUNTING PERIODS

Each accounting period of the Issuer shall be 12 months and shall begin on 1 January and end on 31 December of each calendar year, save for the first accounting period which shall begin on the Closing Date and end on 31 December 2023.

ACCOUNTING INFORMATION IN RELATION TO THE ISSUER

The accounting information with respect to the Issuer shall be provided by the Management Company, under the supervision of the Custodian, in its annual report of activity and half-yearly report of activity, pursuant to the applicable accounting standards as set out in the Issuer Regulations.

The accounts of the Issuer are subject to certification by the Statutory Auditor.

THIRD PARTY EXPENSES

ISSUER FEES

In accordance with the Issuer Regulations, the Scheduled Issuer Fees are paid to their respective beneficiaries pursuant to the relevant Priority of Payments. Any tax or cost shall be borne by the Issuer.

Pursuant to the Class A Notes Subscription Agreement, the Seller has undertaken to pay to the Joint Lead Managers the placement fee.

The Issuer may also bear any Additional Issuer Fees in relation to the appointment or designation, from time to time, of any other entity(ies) by the Management Company and any exceptional fees duly justified.

Management Company

In consideration for its obligations with respect to the Issuer, the Management Company shall receive the following fees (plus any applicable taxes), in accordance with and subject to the Priority of Payments:

(a) a fixed fee of €62,000 per annum payable in equal portions on each Monthly Payment Date, plus, on each Monthly Payment Date, a variable fee of 1/12 of 0.002% of the Notes Outstanding Amount as of the immediately preceding Cut-off Date;

(b) a €2,000.00 fee for any consultation of Noteholders (expenses excluded), on the Monthly Payment Date immediately following such consultation;

(c) on the Liquidation Date, a liquidation fee of €5,000.00;

(d) a €900 per working day activity per person (*jour homme*) exceptional fee in case of selection and appointment of any party to the Transaction Documents (excluding the Servicer and the Management Company) on each relevant Monthly Payment Date immediately following such event;

(e) a €900 per working day activity per person (*jour homme*) exceptional fee in the event of the occurrence of a Downgrade Event, for its duties as Back-Up Servicer Facilitator to identify and approach a Back-Up Servicer on each relevant Monthly Payment Date immediately following such event;

(f) a €900 per working day activity per person (*jour homme*) exceptional fee in the event of the occurrence of a Servicer Termination Event for its duties to appoint a new Substitute Servicer with a minimum of €15,000.00 on each relevant Monthly Payment Date immediately following such event;

(g) a €900 per working day activity per person (*jour homme*) exceptional fee in the event of the occurrence of a Servicer Termination Event or a Downgrade Event, for its duties as Back-Up Maintenance Coordinator Facilitator to identify and approach a Substitute Maintenance Coordinator or a Back-Up Maintenance Coordinator on each relevant Monthly Payment Date immediately following such event;

(h) a €750 exceptional fee in the event of retreatment of the Monthly Servicer Report on the Monthly Payment Date immediately following such event;

(i) a €750 exceptional fee in the event of an additional Priority of Payment on the Monthly Payment Date immediately following such event;

(j) a €1,500.00 fee for each FATCA and AEOI Declaration on the Monthly Payment Date immediately following such declaration;

(k) a €900 per working day activity per person (*jour homme*) exceptional fee in case of amendment to the Transactions Documents or in case of production of any special reporting requested by a Transaction Party for operational or regulatory reasons;

(l) if there is no longer one (1) Authorised Investment's support available among the supports referred to in Clause 10(B) of the Issuer Regulations, and the Available Cash is invested in other Authorised Investments by the Management Company pursuant to Clause 10(C) of the Issuer Regulations, a fee of €10,000 per annum, including the selection, monitoring and execution of such other investments;

(m) a fee equal to €300 per publication and per report required to be published pursuant to the Securitisation Regulation.

The above fees payable to the Management Company do not include the fees payable by the Management Company to the Statutory Auditor as set out below. The fees are adjustable every year, starting at the Closing Date, based on the positive fluctuations of the Syntec index.

Custodian

In consideration for its services with respect to the Issuer, the Custodian shall receive:

(a) a fee of €35,000 (taxes excluded) per annum payable in equal portions on each Monthly Payment Date;

(b) on each Monthly Payment Date, a fee of 1/12 of 0.0045 per cent. Of the Discounted Balance of the Transferred Receivables as of the immediately preceding Cut-off Date; and

(c) an exceptional fee of €5,000 in case of any amendment to the Transaction Documents or in case of change of a Transaction Party (other than the Custodian) on the Monthly Payment Date immediately following such amendment or change; and

(d) an exceptional fee to be agreed separately between the Seller and the Custodian in case of change of the Management Company.

Servicer

In consideration for the services performed by the Servicer under the Servicing Agreement, the Issuer will pay to the Servicer on each Monthly Payment Date until the Servicer Termination Date, in accordance with, and subject to, the applicable Priority of Payments, a fee in arrear which is calculated in an amount equal to the sum of:

(a) in respect of the lease portfolio management tasks ("*gestion des créances*"), 0.5% per annum of the aggregate Discounted Balance of the Performing Receivables with no arrears as of the second Cut-Off Date preceding such Monthly Payment Date (plus any applicable taxes) divided by twelve (12); and

(b) in respect of the recovery process tasks ("*recouvrement des créances*"), 1.00% of the sum of (i) the aggregate Discounted Balance of all Performing Receivables with arrears, (ii) the aggregate

Arrears Amounts of such Performing Receivables and (iii) the aggregate Defaulted Amounts of the Defaulted Lease Agreements (excluding written-off Receivables) of the Issuer as of the second Cut-Off Date preceding the relevant Monthly Payment Date (plus any applicable taxes) divided by twelve (12),

it being agreed that the total fee paid to the Servicer shall not be greater than 0.6% of the Aggregate Discounted Balance as of the second Cut-Off Date preceding the relevant Monthly Payment Date (taxes included), divided by twelve (12).

Issuer Account Bank

In consideration for its services with respect to the Issuer, the Issuer Account Bank shall receive, on each Monthly Payment Date falling in March, June, September and December a fixed fee equal to €6,500 (plus any applicable taxes) corresponding to an annual fee of €26,000 (plus any applicable taxes).

Any financial income and remuneration of the monies standing from time to time to the credit of the Issuer Accounts shall be floored at zero (0) for the Issuer, the Issuer Account Bank and the Servicer have separately agreed that the Servicer shall pay directly any negative remuneration due to the Issuer Account Bank.

Paying Agent, Registrar and Listing Agent

(a) The Paying Agent shall receive for each payment of interest and/or principal under the Class A Notes, a fee of €200 (plus any applicable taxes) payable on the relevant Monthly Payment Date.

(b) The Registrar shall receive a fee of €2,500 (plus any applicable taxes) *per annum*, with the first payment due and payable on the first Monthly Payment Date following the Closing Date and on the Monthly Payment Date following each anniversary of the Closing Date thereafter.

(c) The Listing Agent shall receive a fee of €3,000 (plus any applicable taxes) with respect to the first listing request; a fee of €250 (plus any applicable taxes) with respect to any further listing request a fee of €500 (plus any applicable taxes) with respect to any update of the listing; and a fee of €100 (plus any applicable taxes) with respect to any publication of information on Euroclear or the Luxembourg Stock Exchange.

(d) The Paying Agent and the Listing Agent shall also be repaid of the fees payable to Euroclear and the Luxembourg Stock Exchange in relation to the Class A Notes, including out of pocket expenses and publication costs.

Process Agent in relation to the Swap Documents

In consideration for its obligation with respect to the Issuer, the Process Agent shall receive a fee in an amount to be agreed by separate letter between the Management Company and the Process Agent, payable upon receipt of the invoice.

Data Protection Agent

In consideration for its obligation with respect to the Issuer, the Data Protection Agent shall receive a fee equal to €2,500 *per annum* (plus any applicable taxes) on the Monthly Payment Date immediately following each anniversary date of the Closing Date.

Statutory Auditor

The Statutory Auditor will receive a fee equal to €14,000 per annum (plus any applicable taxes) on the Monthly Payment Date immediately following each anniversary date of the Closing Date. The fees with respect to the first calendar year and the last calendar year will be fully invoiced without any prorata.

Rating Agencies

The Rating Agencies will receive fees totalling €39,500 (plus any applicable taxes) per year on the Monthly Date immediately following each anniversary of the Closing Date (plus any inflation adjustment, if any) thereafter.

Autorité des Marchés Financiers

The *Autorité des Marchés Financiers* will receive an annual fee payable in an amount equal to 0.0008% of the sum of (i) the outstanding amount of the Residual Units, (ii) the Class A Notes Outstanding Amount, (iii) the Class B Notes Outstanding Amount and (iv) the Class C Notes Outstanding Amount, as at the 31 December of each year on the Monthly Payment Date immediately following each anniversary date of the Closing Date.

Priority of Payments of the Issuer Fees

The Management Company shall pay all amounts due and payable from time to time by the Issuer to all its creditors (including all those listed above) in accordance with the applicable Priority of Payments. Within the order of priority assigned thereby to their payment, the Issuer Fees shall be paid to the relevant entities of the Issuer in the following order of priority:

(a) in no order *inter se* but *pari passu*: the Scheduled Issuer Fees; and

(b) in no order *inter se* but *pari passu*: the Additional Issuer Fees, if any.

All deferred amounts regarding the above Issuer Fees shall be paid to their respective creditors at the next Monthly Payment Date, according to the same orders of priority, provided that any deferred Issuer Fees shall not bear interest.

INFORMATION RELATING TO THE ISSUER

ANNUAL INFORMATION

Within four (4) months following the end of each financial year, the Management Company shall prepare, under the supervision of the Custodian and in accordance with the then current and applicable accounting rules and practices, an annual activity report in relation to such financial year containing:

(a) the following accounting documents:

(i) the inventory of the assets of the Issuer, including:

(A) the inventory of the Transferred Receivables; and

(B) the amount and the distribution of the Available Cash and of the related Financial Income; and

(ii) the annual accounts and the schedules referred to in the recommendation of the French Accounting Rules Authority (*Autorité des Normes Comptables*) and, as the case may be, a detailed report on the debts of the Issuer and the guarantees it has received during the same period of time;

(b) a management report consisting of:

(i) the nature, amount and proportion of all fees and expenses borne by the Issuer during the relevant financial year;

(ii) the certified level during the relevant financial year of temporarily available sums and the sums pending allocation as compared to the assets of the Issuer;

(iii) the description of the transactions carried out on behalf of the Issuer during the relevant financial year;

(iv) information relating to the Transferred Receivables and Classes of Notes issued by the Issuer; and

(v) more generally, any information required in order to comply with the applicable instructions and regulations of the Luxembourg Stock Exchange;

(c) any change made to the rating documents in relation to the Rated Notes and to the main features of this Prospectus and any event which may have an impact on the Notes and/or Residual Units issued by the Issuer; and

(d) any information required, as the case may be, by the laws and regulations in force.

The Statutory Auditor shall certify the annual accounts and verify the information contained in the annual activity report.

INTERIM INFORMATION

No later than three (3) months following the end of the first half-yearly financial period, the Management Company shall prepare, under the supervision of the Custodian and in accordance with

the then current and applicable accounting rules and practices, a semi-annual activity report in relation to the said period containing:

(a) financial information in relation to the Issuer with a notice indicating a limited review by the statutory auditor;

(b) an interim management report containing the information described in the Issuer Regulations; and

(c) any modification to the rating documents in relation to the Rated Notes, to the main features of this Prospectus and to any event which may have an impact on the Notes and/or Residual Units issued by the Issuer.

The Statutory Auditor shall certify the interim accounts and verify the information contained in the semi-annual activity report.

ADDITIONAL INFORMATION

The Management Company shall prepare each month the Investor Report containing, *inter alia*:

(a) a glossary of the main defined terms used in such report;

(b) relevant dates in respect of the Transaction contemplated under the Transaction Documents, such as Monthly Payment Dates, Reference Periods, Interest Periods, Legal Maturity Date etc.;

(c) information in relation to the Notes and the Residual Units, such as applicable rating (in respect of the Rated Notes only), number of Notes and Residual Units issued, applicable margins and coupons, outstanding amounts and amortisation amounts;

(d) information in relation to the Available Distribution Amount on a Monthly Payment Date;

(e) information in relation to the status of the Issuer Accounts;

(f) detailed summary statistics on the Transferred Receivables;

(g) information in relation to the performance of the Transferred Receivables, which shall be based on the information contained in each Monthly Servicer Report; and

(h) information in relation to any Additional Eligible Receivables to be purchased on any Transfer Date, such as the purchase price related to such receivables; and

(i) information in relation to the occurrence of an Early Amortisation Event, an Accelerated Amortisation Event, an Issuer Liquidation Event, a Seller Termination Event, a Servicer Termination Event, a Downgrade Event or the downgrade of the ratings of the Issuer Account Bank below the Required Ratings; and

(j) confirmation of the retention of the material net economic interest by the Seller and the manner in which such retention is held.

The Management Company will publish on its website (www.france-titrisation.fr), or through any other means that it deems appropriate, any information regarding the Seller, the Servicer, the Transferred Receivables, the Class A Notes and the management of the Issuer which it considers significant in order to ensure adequate and accurate information for the Class A Noteholders (including the occurrence of an Early Amortisation Event, an Accelerated Amortisation Event or an Issuer Liquidation Event, the

fact that the Management Company has been informed that the Transaction has ceased to comply with the STS Criteria or that the competent authorities have taken administrative remedial or administrative actions in respect thereof and any change of periods of the Issuer, which shall be notified to the Class A Noteholders without delay).

The Management Company will be responsible for publishing any additional information as often as it deems appropriate according to the circumstances affecting the Issuer.

AVAILABILITY OF INFORMATION

The annual report, the semi-annual activity report and all other documents prepared and published by the Issuer shall be provided by the Management Company to the Noteholders who request such information and made available to the Noteholders at the premises of the Management Company.

Any Noteholder may obtain free of cost from the Management Company, as soon as they are published, the management reports describing their activity.

The above information shall be released by mail. Such above information will also be provided to the Rating Agencies and the Luxembourg Stock Exchange.

Furthermore, the Management Company shall provide the Rating Agencies with copies of all reports and data in electronic form as may be agreed between the Management Company and the Rating Agencies from time to time.

SUBSCRIPTION AND SALE

SUBSCRIPTION OF THE CLASS A NOTES

Pursuant to the Class A Notes Subscription Agreement, Société Générale, as Sole Bookrunner and Joint Lead Manager, has agreed to subscribe and pay for, or to procure subscription and payment, for the Class A Notes at 100% of the nominal value of the Class A Notes.

SUBSCRIPTION OF THE CLASS B NOTES

Pursuant to the Class B Notes, Class C Notes and Residual Units Subscription Agreement, the Class B Notes Subscriber has agreed to subscribe and pay for the Class B Notes at 100% of the nominal value of the Class B Notes.

SUBSCRIPTION OF THE CLASS C NOTES AND THE RESIDUAL UNITS

Pursuant to the Class B Notes, Class C Notes and Residual Units Subscription Agreement, the Seller has undertaken to to subscribe all the Class C Notes which will be issued by the Issuer on the Closing Date. The Seller will also subscribe the Residual Units.

SELLING AND TRANSFER RESTRICTIONS

General Restrictions

Other than the approval of the Prospectus as a prospectus by the *Commission de Surveillance du Secteur Financier*, no action has been taken to permit a public offering of the Class A Notes or the distribution of the Prospectus in any jurisdiction where action for that purpose is required. Except in the case of the private placement of the Class A Notes with qualified investors and/or to a restricted circle of investors (*cercle restreint d'investisseurs*), *provided that* such investors are acting for their own account, all as defined and in accordance with Article L. 411-2, 1° of the French Monetary and Financial Code and (ii) investors resident outside France, and except for an application for listing of the Class A Notes on the Stock Exchange, no action has been or will be taken by the Management Company, the Sole Bookrunner and Joint Lead Managers that would, or would be intended to, permit a public offering of the Class A Notes in any country or any jurisdiction where listing is subject to prior application. Accordingly, the Class A Notes may not be offered or sold, directly or indirectly, and neither the Prospectus nor any other offering material or advertisement in connection with the Class A Notes may be distributed or published in or from any such country or jurisdiction, except under circumstances that will result in compliance with any applicable rules and regulations of any such country or jurisdiction.

The Class A Notes sold on the Closing Date may not be purchased by, or for the account or benefit of, Risk Retention U.S. Persons. Prospective investors should note that, although the definition of "U.S. persons" in the U.S. Risk Retention Rules is very similar to the definition of "U.S. person" in Regulation S, the definitions are not identical and that persons who are not "U.S. Persons" under Regulation S may be "U.S. Persons" under the U.S. Risk Retention Rules. Each purchaser of Class A Notes, including beneficial interests therein, will, by its acquisition of a Class A Note or beneficial interest therein, be deemed to have made certain representations and agreements, including that it (1) is not a Risk Retention U.S. Person, (2) is acquiring such Class A Note or a beneficial interest therein for its own account and not with a view to distribute such Class A Note; and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules.

Pursuant to the Class A Notes Subscription Agreement, each of the Joint Lead Managers and the Sole Bookrunner has undertaken that it will not, directly or indirectly, offer or sell any Class A Notes or have in its possession, distribute or publish any prospectus, form of application, advertisement or other

document or information in respect of the Class A Notes in any country or jurisdiction except under circumstances that will, to the best of its knowledge and belief, result in compliance with any applicable laws and regulations and all offers and sales of Class A Notes by it will be made on the same terms.

Each of the Joint Lead Managers and the Sole Bookrunner has also agreed that it will obtain any consent, approval or permission which is, to the best of its knowledge and belief, required for the offer, purchase or sale by it of the Class A Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such offers, purchases or sales and it will, to the best of its knowledge and belief, comply with all such laws and regulations.

Prohibition of Sales to EEA Retail Investors

Each of the Joint Lead Managers and the Sole Bookrunner has represented, warranted and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Class A Notes to any retail investor in the EEA. For the purposes of these provisions:

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 (EU) 2016/97 (as amended, the **Insurance Mediation Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; and

(c) not a qualified investor as defined in Prospectus Regulation; and

the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Class A Notes to be offered so as to enable an investor to decide to purchase or subscribe the Class A Notes.

Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Class A Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Class A Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

European Economic Area

In relation to each Member State of the European Economic Area (each, a **Relevant Member State**), each of the Joint Lead Managers and the Sole Bookrunner (but only with respect to the Class A Notes it has subscribed) has represented, warranted and agreed, and each subscriber of Class A Notes will be required to represent, warrant and agree, that it has not made and will not make an offer of the Class A Notes which are the subject of the offering contemplated by the Prospectus in relation thereto to the public in that Relevant Member State except that it may make an offer of such Class A Notes to the public in that Relevant Member State:

(a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the Joint Lead Managers and the Sole Bookrunner for any such offer; or

(c) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of the Class A Notes referred to in paragraphs (a) to (c) above shall require the Issuer, the Joint Lead Managers, the Sole Bookrunner or any dealer nominated as the case may be by the Issuer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation, or supplement to the Prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression **an offer of the Class A Notes to the public** in relation to any Class A Note in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Class A Notes to be offered so as to enable an investor to decide to purchase or subscribe the Class A Notes; and the expression **Prospectus Regulation** means Regulation (EU) 2017/1129.

Belgium

This Prospectus has not been, and it is not expected that it will be, submitted for approval to the Belgian Financial Services and Markets Authority. Accordingly, each of the Joint Lead Managers and the Sole Bookrunner (but only with respect to the Rated Notes it has subscribed) has represented, warranted and agreed, and each further subscriber of Class A Notes appointed under the Transaction will be required to represent, warrant and agree, that it shall refrain from taking any action that would be characterised as or result in a public offering of these Class A Notes in Belgium in accordance with the Prospectus Law on public offerings of investment instruments and the admission of investment instruments to trading on regulated markets, as amended or replaced from time to time.

France

In connection with the initial distribution of the Class A Notes, each of the Joint Lead Managers and the Sole Bookrunner has represented, warranted and agreed that (i) it has not offered, sold or otherwise transferred and will not offer, sell or otherwise transfer, directly, or indirectly, the Class A Notes to the public in the Republic of France and (ii) offers, sales and transfers of the Class A Notes in the Republic of France will be made only to qualified investors (*investisseurs qualifiés*) and/or to a restricted circle of investors (*cercle restreint d'investisseurs*), provided that such investors are acting for their own account, all as defined and in accordance with Article L. 411-2, 1° of the French Monetary and Financial Code and (iii) it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Prospectus or any other offering material relating to the Class A Notes other than to investors to whom offers and sales of Class A Notes in France may be made as described above. In accordance with the provisions of Article L. 214-175-1, I. of the French Monetary and Financial Code, the Class A Notes issued by the Issuer may not be sold by way of unsolicited calls (*démarchage*) in France save with qualified investors within the meaning of Article L.411-2, 1° of the French Monetary and Financial Code.

Germany

The EEA selling restriction mentioned above constitutes a general selling restriction which is applicable to the sale of the Class A Notes having a maturity of at least 12 months.

In addition, each of the Joint Lead Managers and the Sole Bookrunner (but only with respect to the Class A Notes it has subscribed) has represented, warranted and agreed, and each further subscriber of Class A Notes will be required to represent and agree, that the Class A Notes have not been and will not be offered, sold or publicly promoted or advertised by it in the Federal Republic of Germany other than in compliance with the German Securities Prospectus Act (*Wertpapierprospektgesetz*), as amended, or any other laws applicable in the Federal Republic of Germany governing the issue, offering and sale of securities.

Italy

The offering of the Class A Notes has not been registered pursuant to Italian securities legislation and, accordingly, no Class A Notes may be offered, sold or delivered, nor may copies of the Prospectus or of any other document relating to the Class A Notes be distributed in the Republic of Italy, except:

(a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the **Financial Services Act**) and Article 34-*ter*, first paragraph, letter (b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time (**CONSOB No. 11971**); or

(b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Financial Services Act and Article 34-*ter* of Regulation No. 11971.

Any offer, sale or delivery of the Class A Notes or distribution of copies of the Prospectus or any other document relating to Class A Notes in the Republic of Italy under paragraphs (a) or (b) above must be:

(a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the **Banking Act**); and

(b) in compliance with Article 129 of the Banking Act, as amended, and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in the Republic of Italy; and

(c) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or other Italian authority.

Japan

The Class A Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the **FIEA**) and each of the Joint Lead Managers and the Sole Bookrunner (but only with respect to the Class A Notes it has subscribed) has represented, warranted and agreed that it will not offer or sell any Class A Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Spain

Neither the Class A Notes nor the Prospectus have been or will be approved or registered in the administrative registries of the Spanish Securities Market Commission (*Comisión Nacional del Mercado de Valores*). Accordingly, the Class A Notes may not be offered, sold or distributed in Spain except in circumstances which do not constitute a public offering of securities in Spain within the meaning of Section 35 of Royal Legislative Decree 4/2015 of 23 October, approving the consolidated text of the Securities Market Law (*Real Decreto Legislativo 4/2015, de 23 de octubre, por el que se aprueba el texto refundido de la Ley del Mercado de Valores*) (as amended, the **Securities Market Law**), Royal Decree 1310/2005 of 4 November on admission to listing and on issues and public offers of securities (*Real Decreto 1310/2005 de 4 de noviembre, por el que se desarrolla parcialmente la Ley 24/1988, de 28 de julio, de Mercado de Valores, en materia de admisión a negociación de valores en mercados secundarios oficiales, de ofertas públicas de venta o suscripción y del folleto exigible a tales*

efectos), and other supplemental rules enacted thereunder or in substitution thereof from time to time. The Class A Notes may only be offered and sold in Spain by institutions authorised to provide investment services in Spain under the Securities Market Law (and related legislation) and Royal Decree 217/2008 of 15 February on the Legal Regime Applicable to Investment Services Companies (*Real Decreto 217/2008, de 15 de febrero, sobre el régimen jurídico de las empresas de servicios de inversión y de las demás entidades que prestan servicios de inversión*).

The Netherlands

The Class A Notes may only be offered or sold in the Netherlands to Qualified Investors as defined in the Prospectus Regulation, unless such offer is made in accordance with the Dutch Financial Supervision Act (*Wet op het financieel toezicht*).

United Kingdom

Each of the Joint Lead Managers and the Sole Bookrunner (but only with respect to the Class A Notes it has subscribed) has represented, warranted and agreed that:

(a) in relation to any Class A Notes having a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Class A Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Class A Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the **FSMA**) by the Issuer;

(b) 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 any Class A 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 such Class A Notes in, from or otherwise involving the United Kingdom.

United States of America

Selling Restrictions - Non-U.S. Distributions

The Class A Notes have not been and will not be registered under the Securities Act or the securities laws or "blue sky" laws of any state or any other relevant jurisdiction of the United States and therefore may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any applicable state or local securities laws. Accordingly, the Class A Notes are being offered and sold in offshore transactions in reliance on Regulation S.

Each of the Joint Lead Managers and the Sole Bookrunner has represented, warranted and agreed that it has not offered, sold or delivered the Class A Notes, and will not offer and sell the Class A Notes (i) as part of their distribution at any time and (ii) otherwise until 40 calendar days after the later of the commencement of the offering and the Closing Date (or such other date on which the Class A Notes are issued) (the **Distribution Compliance Period**) within the United States or to, or for the account or

benefit of, U.S. persons and it will have sent to each affiliate or other dealer (if any) to which it sells Class A Notes during the Distribution Compliance Period a confirmation or other notice to substantially the following effect:

"The securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons by any person referred to in Rule 903 (b)(2)(iii) (x) as part of their distribution at any time or (y) otherwise until 40 calendar days after the completion of the distribution of securities as determined and certified by the Issuer, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meaning given to them by Regulation S under the Securities Act."

In addition, until 40 calendar days after the commencement of the offering, an offer or sale of Class A Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than pursuant to an exemption from the registration requirements under the Securities Act.

Terms used in the paragraphs above have the meaning given to them by Regulation S under the Securities Act.

The Prospectus does not constitute an offer to any person in the United States or to any U.S. person. Distribution of this Prospectus by any non-U.S. person outside the United States to any U.S. person or to any other person within the United States, other than those persons, if any, retained to advise such non-U.S. person with respect thereto, is unauthorised and any disclosure without the prior written consent of the Issuer of any of its contents to any such U.S. person or other person within the United States, other than those persons, if any, retained to advise such non-U.S. person, is prohibited.

REGULATORY ASPECTS

RETENTION

Securitisation Regulation retention requirements

Pursuant to the Master Definitions and Framework Agreement and the Class A Notes Subscription Agreement, ALD Automotive (as Seller and originator) has undertaken to retain a material net economic interest of not less than 5% in the securitisation as required by Article 6(1) of the Securitisation Regulation in accordance with Article 6(3)(d) of the Securitisation Regulation (which does not take into account any corresponding national measures).

As at the Closing Date, ALD Automotive will meet this obligation by (a) the subscription and full ownership of all the Class C Notes issued by the Issuer and (b) the funding by ALD Automotive of the General Reserve, which amounts in aggregate will represent not less than 5% of the nominal value of the securitised exposures and which constitute an interest in the first loss tranche as required by Article 6(3)(d) of the Securitisation Regulation.

ALD Automotive has also undertaken to retain on an on-going basis all the Class C Notes, not to transfer or sell any of the Class C Notes or its claims against the Issuer in respect of the General Reserve and generally not to benefit from any credit-risk mitigation or hedging in respect of such interest in the first loss tranche.

ALD Automotive shall not change the manner in which it retains such material net economic interest, except to the extent permitted by Article 6 of the Securitisation Regulation or any other applicable provisions of the Securitisation Rules and any change to the manner in which such interest is held will be notified to the Noteholders and the Residual Unitholders.

ALD Automotive has further agreed to comply with the disclosure obligations set out in Article 6 of the Securitisation Regulation and, subject to any applicable duties of confidentiality and to the availability of the relevant information to ALD Automotive, to take such further reasonable action, provide such information (including confirmation of its compliance with its undertaking to comply with Article 6 of the Securitisation Regulation as set out above) and enter into such other agreements as may reasonably be required to satisfy the requirements of Article 6 of the Securitisation Regulation.

INFORMATION AND DISCLOSURE REQUIREMENTS

Responsibility and delegation

For the purposes of Article 7(2) of the Securitisation Regulation, the Issuer (represented by the Management Company) and the Seller have designated pursuant to the Master Definitions and Framework Agreement the Seller as the reporting entity (the **Reporting Entity**), which will fulfil the requirements of Article 7 of the Securitisation Regulation. For further information please refer to the Section entitled "*General Information*" on page 250.

The above shall be in addition to the responsibility of the originator pursuant to Article 22(5) of the Securitisation Regulation.

Information regarding the policies and procedures of the Seller

As required by Article 9(1) of the Securitisation Regulation, the Seller in its capacity as originator applied the same sound and well-defined credit-granting criteria for the Lease Agreements related to

the Transferred Receivables as it has applied to equivalent lease contracts that do not form part of the collateral for the Notes. In particular:

(a) the Seller applied the same clearly established processes for approving and, where relevant, amending, renewing and refinancing for such Lease Agreements as it has applied to equivalent Lease Agreements that do not form part of the collateral for the Notes; and

(b) the Seller had effective systems in place to apply those criteria and processes in order to ensure that credit-granting is based on a thorough assessment of the relevant Lessees' creditworthiness taking appropriate account of factors relevant to verifying the prospect of those Lessees meeting their obligations under the Lease Agreements.

Please see the Section entitled "*The Lease Agreements and the Receivables*" on page 121 for further information.

Information available prior to or after pricing of the Class A Notes

As to the information made available to prospective investors by the Issuer, reference is made to the information set out herein and forming part of this Prospectus and to any other information provided separately (which information shall not form part of this Prospectus) and, after the Signing Date, to the Investor Reports (prepared by the Management Company). In such Investor Reports relevant information with regard to the Transferred Receivables will be disclosed publicly together with an overview of the retention of the material net economic interest and/or any changes in the method of retention of the material net economic interest by ALD Automotive in accordance with Article 7(1) of the Securitisation Regulation.

Accordingly, the Reporting Entity shall make available to potential investors all information and documents required to be disclosed to potential investors before pricing in accordance with Article 7(1) of the Securitisation Regulation (including certain line by line information in relation to the Issuer Portfolio Receivables referred to in Article 7(1)(a) of the Securitisation Regulation, the static and dynamic historical data referred to in Article 22(1) of the Securitisation Regulation (prepared by the Seller), the liability cash flow model referred to in Article 22(3) of the Securitisation Regulation (prepared by the Seller), the drafts of the Transaction Documents referred to in Article 7(1)(b) of the Securitisation Regulation and as listed in the Section entitled “Documents on Display” and the draft of the STS Notification referred to in Article 7(1)(d) of the Securitisation Regulation (prepared by the Seller in accordance with the STS Notification Technical Standards)).

The Seller as Reporting Entity shall further make available or procure that is made available such further information and documents as required pursuant to Articles 7 and 22 of the Securitisation Regulation (including such information referred to in the Sub-section entitled "General Information – 10 Documents available").

The documents and information referred to above shall be provided in a manner consistent with the requirements of Article 7(2) of the Securitisation Regulation and, for these purposes, will be made available to potential investors in the Class A Notes on the website of the European Data Warehouse (https://editor.eurodw.eu/) which was approved by the ESMA and by the FCA as a securitisation repository. For the avoidance of doubt, such websites and the contents thereof do not form part of this Prospectus.

Credit ratings assigned to the Class A Note may not reflect all the risks associated with an investment in the Class A Notes

One or more independent credit rating agencies may assign credit ratings to the Class A Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors

discussed above, and other factors that may affect the value of the Class A Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes in the EEA, unless such ratings are issued by a credit rating agency established in the EEA and registered under the CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Such general restriction will also apply in the case of credit ratings issued by third country non-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant third country rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances).The list of registered and certified rating agencies published by the ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

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

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

Information relating to the environmental performance of the Vehicles

The Seller will provide the available figures on the environmental performance of the Vehicles relating to the Designated Lease Agreements (as at the date on which such Vehicles were registered and by reference to the environmental standards applicable as at such date) together with the line by line information (provided at least on a quarterly basis) in relation to the securitisation portfolio in respect of the relevant period as required by and in accordance with Article 7(1)(a) of the Securitisation Regulation and the Article 7 Technical Standards.

INVESTORS TO ASSESS COMPLIANCE

Each prospective investor is required independently to 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 local implementing rules which may be relevant and none of ALD Automotive (in its capacity as the Seller and the Servicer), the Issuer, the Management Company, the Custodian, the Issuer Account Bank, the Swap Counterparty, the Paying Agent, the Listing Agent, the Data Protection Agent, the Arranger, the Sole Bookrunner and the Joint

Lead Manager makes any representation that the information described above or in the Prospectus is sufficient in all circumstances for such purposes.

ANTI-MONEY LAUNDERING, ANTI-TERRORISM, ANTI-CORRUPTION, BRIBERY AND SIMILAR LAWS MAY REQUIRE CERTAIN ACTIONS OR DISCLOSURES

Many jurisdictions have adopted wide-ranging anti-money laundering, economic and trade sanctions, anti-corruption and anti-bribery laws, and regulations (collectively, the **AML Requirements**). Any of the Issuer, the Management Company and the Custodian could be requested or required to obtain certain assurances from prospective investors intending to purchase Rated Notes and to retain such information or to disclose information pertaining to them to governmental, regulatory or other authorities or to financial intermediaries or engage in due diligence or take other related actions in the future.

It is expected that the Issuer, the Management Company and the Custodian will comply with AML Requirements to which they are or may become subject and will interpret such AML Requirements broadly in favour of disclosure. Failure to honour any request by the Issuer, the Management Company or the Custodian to provide requested information or take such other actions as may be necessary or advisable for the Issuer, the Management Company or the Custodian to comply with any AML Requirements, related legal process or appropriate requests (whether formal or informal) may result in, among other things, a forced sale to another investor of such investor's Rated Notes. Noteholders may also be obliged to provide information they may have previously identified or regarded as confidential to satisfy the AML Requirements.

PRUDENTIAL REGULATION REFORMS UNDER BASEL OR OTHER FRAMEWORKS MAY HAVE AN ADVERSE IMPACT ON THE REGULATORY CAPITAL TREATMENT OF THE CLASS A NOTES

Investors should note in particular that the Basel Committee on Banking Supervision (BCBS) has approved a series of significant changes to the Basel framework for prudential regulation (such changes being referred to by the BCBS as Basel III, and referred to, colloquially, as Basel III in respect of reforms finalised prior to 7 December 2017 and Basel IV in respect of reforms finalised on or following that date). The Basel III/IV reforms, which include revisions to the credit risk framework in general and the securitisation framework in particular, may result in increased regulatory capital and/or other prudential requirements in respect of securitisation positions. The BCBS continues to work on new policy initiatives. National implementation of the Basel III/IV reforms may lead to variances in those reforms and/or their timing. It should also be noted that changes to prudential requirements have been made for insurance and reinsurance undertakings through participating jurisdiction initiatives, such as the Solvency II framework in Europe, which is under review and subject to further reforms. Investors in the Class A Notes are responsible for analysing their own regulatory position and prudential regulation treatment applicable to the Class A Notes and should consult their own advisers in this respect.

CERTAIN U.S. REGULATORY ASPECTS

U.S. RISK RETENTION RULES

The U.S. Risk Retention Rules came into effect on 24 December 2016 and generally require the "securitizer" of a "securitization transaction" to retain at least 5% of the "credit risk" of "securitised assets", as such terms are defined for purposes of that statute, and generally prohibit a "securitizer" from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the "securitizer" is required to retain. The U.S. Risk Retention Rules provide that the securitizer of an asset-backed securitisation is its sponsor. The U.S. Risk Retention Rules also provide for certain exemptions from the risk retention obligation that they generally impose.

For the purposes of the U.S. Risk Retention Rules, the Seller, as sponsor under the U.S. Risk Retention Rules, does not intend to retain the minimum 5% of the credit risk of the securitized assets, but rather intends to rely on an exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. Such non-U.S. transactions must meet certain requirements, including that:

(1) the transaction is not required to be and is not registered under the Securities Act;

(2) no more than 10% of the dollar value (or equivalent amount in the currency in which the "ABS interests" (as defined in Section 2 of the U.S. Risk Retention Rules) are issued) of all classes of ABS interests issued in the securitisation transaction are sold or transferred to or for the account or benefit of, U.S. persons (as defined in the U.S. Risk Retention Rules, Risk Retention U.S. Persons);

(3) neither the sponsor nor the issuer of the securitisation transaction is organised under U.S. law or is a branch located in the United States of a non-U.S. entity; and

(4) no more than 25% of the underlying collateral was acquired from a majority-owned affiliate or branch of the sponsor or issuer organised or located in the United States. The portfolio will comprise Transferred Receivables (and any Ancillary Rights attached thereto) under or in connection with Lease Agreements, all of which are or will be originated by the Seller (for further information please refer to the Section entitled "Description of the Seller"). The Class A Notes may not be purchased by Risk Retention U.S. Persons.

Prospective investors should note that the definition of U.S. person in the U.S. Risk Retention Rules is different from the definition of U.S. person under Regulation S, and that persons who are not "U.S. persons" under Regulation S may be U.S. persons under the U.S. Risk Retention Rules. The definition of U.S. person in the U.S. Risk Retention Rules is excerpted below. Particular attention should be paid to clauses (b) and (h)(ii), which are different from comparable provisions in Regulation S.

Under the U.S. Risk Retention Rules, and subject to limited exceptions, U.S. person (and Risk Retention U.S. Person in this Prospectus) means any of the following:

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

(b) any partnership, corporation, limited liability company, or other organisation or entity organised or incorporated under the laws of any State or of the United States;

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

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

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

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

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

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

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

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

None of the Seller, the Issuer, the Management Company, the Custodian, the Arranger, the Sole Bookrunner, the Joint Lead Managers or any of their respective affiliates makes any representation to any prospective investor or purchaser of the Class A Notes as to whether the transactions described in this Prospectus comply as a matter of fact with the U.S. Risk Retention Rules on the Closing Date or at any time in the future. Investors should consult their own advisers as to the U.S. Risk Retention Rules. No predictions can be made as to the precise effects of such matters on any investor or otherwise. There can be no assurance that the exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions will be available. The Arranger, the Sole Bookrunner and the Joint Lead Managers will fully rely on representations made by potential investors and therefore the Arranger, the Sole Bookrunner and the Joint Lead Managers or any person who controls them or any director, officer, employee, agent or affiliate of the Arranger, the Sole Bookrunner and the Joint Lead Managers shall have no responsibility for determining the proper characterisation of potential investors for such restriction or for determining the availability of the exemption provided for in Section 20 of the U.S. Risk Retention Rules, and the Arranger, the Sole Bookrunner and the Joint Lead Managers or any person who controls them or any director, officer, employee, agent or affiliate of the Arranger, the Sole Bookrunner and the Joint Lead Managers do not accept any liability or responsibility whatsoever for any such determination or characterisation.

Failure of the transaction described in this Prospectus or of the Seller to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) could give rise to regulatory action which may adversely affect the market value of any Class A Notes and/or the ability of the Seller to perform its obligations. Furthermore, the impact of the U.S. Risk Retention Rules on the securitisation market generally is uncertain, and a failure by a transaction to comply with the risk retention requirements of the U.S. Risk Retention Rules could negatively affect the market value and secondary market liquidity of the Class A Notes.

VOLCKER RULE

The Volcker Rule generally prohibits "banking entities" (which is broadly defined to include U.S. banks and bank holding companies and many non-U.S. 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. The Volcker Rule became effective on 1 April 2014, but was subject to a conformance period for certain funds which concluded on 21 July 2015. Under the Volcker Rule, unless otherwise jointly determined otherwise by specified federal regulators, a "covered fund" does not include an issuer that may rely on an exclusion or exemption from the definition of "investment company" under the Investment Company Act other than the exclusions contained in Section 3(c)(1) and Section 3(c)(7) of the Investment Company Act.

The Issuer is of the view that it is not now, and immediately after giving effect to the offering and sale of the Class A Notes and the application of the proceeds thereof on the relevant Closing Date will not be a "covered fund" for the purposes of the Investment Company Act and under the Volcker Rule and its related regulations. In forming such a view, the Issuer has relied on the determination that it would satisfy all of the elements of the loan securitisation exclusion provided for by section__.10(c)(8) of the Volcker Rule.

The general effects of the Volcker Rule remain uncertain. There is limited interpretive guidance regarding the Volcker Rule, and implementation of the regulatory framework for the Volcker Rule is

still evolving. Regulators in the United States may promulgate further regulatory changes. No assurance can be given as to the impact of such changes on the Class A Notes and prospective investors should be aware that the Volcker Rule's prohibitions and lack of interpretive guidance could negatively impact the liquidity and value of the Class A Notes.

Any prospective investor in the Class A 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.

GENERAL INFORMATION

1. **Filings**: This Prospectus prepared in connection with the Rated Notes has not been submitted to the clearance procedures of the *Autorité des Marchés Financiers*. This Prospectus has been submitted for approval to the *Commission de Surveillance du Secteur Financier* in Luxembourg.

2. **Material net economic interest**: Pursuant to the Master Definitions and Framework Agreement and the Class A Notes Subscription Agreement, ALD Automotive has undertaken to the Issuer to retain a material net economic interest of not less than 5% of the nominal value of the securitised exposures in accordance with the provisions of the Securitisation Regulation. As at the Closing Date, ALD Automotive will meet this obligation by (a) the subscription and full ownership of all the Class C Notes issued by the Issuer and (b) the funding by ALD Automotive of the General Reserve, which amounts in aggregate will represent not less than 5% of the nominal value of the securitised exposures and which constitute an interest in the first loss tranche as required by Article 6(3)(d) of the Securitisation Regulation. Any change to the manner in which such interest is held will be notified to investors.

3. **Consent**: Under French law, it is not necessary for the Issuer to obtain any consent, approval or authorisation in connection with the issue and performance of the Rated Notes or the Transaction Documents.

4. **Listing and admission to trading**: Application has been made to admit the Class A Notes to listing on the official list of the Luxembourg Stock Exchange and to trading on the Regulated Market of the Luxembourg Stock Exchange. The estimated total expenses relating to the admission to trading of the Class A Notes on the Closing Date are €9,300.

5. **Establishment of the Issuer**: The Issuer is established on the Closing Date.

6. **Central Securities Depositories – Common Codes – ISINs**: The Class A Notes have been accepted for clearance through Euroclear France, Euroclear Bank and Clearstream Banking. The Common Code and the International Securities Identification Number (ISIN) in respect of the Class A Notes are as follows:

	Common Code	ISIN
Class A Notes	262936414	FR001400I7M5

The address of Clearstream, Luxembourg is 42 avenue John Fitzgerald Kennedy, L- 1855 Luxembourg, Grand Duchy of Luxembourg and the address of Euroclear France is 155, rue Réaumur, 75081 Paris Cedex 02 France.

7. **Paying Agent and Listing Agent**: The Issuer has appointed Société Générale as Paying Agent. For so long as the Class A Notes are listed on the official list of the Luxembourg Stock Exchange and are admitted to trading on the Regulated Market, the Issuer will maintain a listing agent in relation to the Class A Notes in Luxembourg. Société Générale Luxembourg which is located at 11 avenue Emile Reuter, L-2420 Luxembourg, Grand Duchy of Luxembourg shall act as Listing Agent.

8. **Identifier numbers**: For the purposes of the Securitisation Regulation, the securitisation transaction unique identifier number is 969500MM513RN1MXA416N202301. The legal entity identifier (LEI) of the Issuer is 5493000C9QVMZ2MRDK25.

9. **Post-issuance transaction information**: The only post-issuance transaction information regarding the Class A Notes and the performance of the underlying Receivables that will be published other than this Prospectus, are such information that may be provided to the Class A Noteholders and to potential investors as set out in the Sub-sections entitled "*Information and Disclosure Requirements*" on page 243, "*General Provisions Applicable to the Notes – Rights and Obligations of the Noteholders – Information*" on page 119, "*Information Relating to the Issuer*" on page 234 and in paragraph 10 "Documents available" below.

10. **Documents available**:

(a) This Prospectus and the annual reports of the Issuer shall be made available free of charge at the respective head offices of the Management Company and the Paying Agent (the addresses of which are specified on the last page of this Prospectus) and on the website of the Management Company (www.france-titrisation.fr). This Prospectus will also be available on the Internet site of the Luxembourg Stock Exchange (www.luxse.com).

(b) Copies of the Issuer Regulations and such other relevant Transaction Documents (and any amendment thereto, as the case may be) as required to be disclosed in accordance with Article 7(1)(b) and Article 22(5) of the Securitisation Regulation and listed in the Section entitled "*Documents on Display*" on page 233, together with the STS Notification (prepared by the Seller in accordance with the STS Notification Technical Standards), will be made available to any Noteholders and any potential investor in the Notes at the head office of the Management Company (the address of which is specified on the last page of this Prospectus) and as described in the Section entitled *Documents on Display* ", on page 253.

(c) The Seller as Reporting Entity, has undertaken, amongst others, in the Class A Notes Subscription Agreement and in the Master Definitions and Framework Agreement that it will fulfil the requirements of Article 7 of the Securitisation Regulation, the Article 7 Technical Standards and applicable national implementing measures either itself or shall procure that such requirements are fulfilled on its behalf. In particular, the Seller as Reporting Entity, shall:

(i) publish an investor report (at least on a quarterly basis – prepared by the Management Company) in respect of the relevant Reference Period, as required by and in accordance with Article 7(1)(e) of the Securitisation Regulation and the Article 7 Technical Standards;

(ii) publish certain line by line information (at least on a quarterly basis) in relation to the securitisation portfolio in respect of the relevant period as required by and in accordance with Article 7(1)(a) of the Securitisation Regulation and the Article 7 Technical Standards; and

(iii) publish, without delay, details of any inside information or, as the case may be, any significant event as required by and in accordance with Article 7(1)(f) and Article 7(1)(g), respectively, of the Securitisation Regulation and with the Article 7 Technical Standards.

In addition, the Seller has undertaken to provide information to and to comply with written confirmation requests of European Data Warehouse in its capacity as securitisation repository, as required under the EU Securitisation Repository Operational Standards.

The above undertakings are subject always to any requirement of law, and provided that: (i) the Reporting Entity will not be in breach of such undertaking if the Reporting Entity fails to so comply due to events, actions or circumstances beyond the Reporting Entity's control; and (ii) the Reporting Entity is only required to do so to the extent that the disclosure requirements under Article 7 of the Securitisation Regulation remain in effect.

(d) The Seller as Reporting Entity shall prepare and procure to make available, on an ongoing basis, to the Noteholders and, upon request, to potential investors in the Notes, the liability cash flow model required pursuant to Article 22(3) of the Securitisation Regulation.

(e) The documents and information referred to in paragraphs (b), (c) and (d) above shall be provided in a manner consistent with the requirements of Article 7(2) of the Securitisation Regulation and, for these purposes, the information will be made available to the Noteholders, relevant competent authorities and, upon request, to potential investors in the Notes on the website of the European Data Warehouse (https://editor.eurodw.eu/), which was approved by the ESMA and by the FCA as a securitisation repository. For the avoidance of doubt, such websites and the contents thereof do not form part of this Prospectus and the information referred to in paragraphs (c)(i), (c)(ii) and (c)(iii) above may be included in the Investor Report. All the information and documents referred to in this paragraph 10 shall also be provided by the Management Company to the Noteholders, and upon request to potential investors, by email.

11. **Notices**: For so long as any of the Class A Notes are listed on the official list of the Luxembourg Stock Exchange and the rules of that exchange so require notices in respect of the Class A Notes will be published in a leading daily economic and financial newspaper having general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*). If not published in a leading daily newspaper of general circulation in Luxembourg, such notices will be published on the website of the Luxembourg Stock Exchange (www.luxse.com).

12. **Third Party Information**: Information contained in this Prospectus which is sourced from a third party has been accurately reproduced and, as far as the Management Company is aware and is able to ascertain from information published by the relevant third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. The Management Company has also identified the source(s) of such information.

13. **Assessment of compliance by Investors**: 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 the Securitisation Regulation (and/or any implementing rules in relation to a relevant jurisdiction) and none of the Management Company, the Issuer, the Arranger, the Sole Bookrunner, the Joint Lead Managers and the Seller makes any representation that the information described above or in this Prospectus is sufficient in all circumstances for such purposes. In addition, each prospective noteholder should ensure that it complies with the implementing provisions in respect of the Securitisation Regulation in their relevant jurisdiction. Investors who are uncertain as to the requirements which apply to them in respect of their relevant jurisdiction should seek guidance from their regulator.

14. **Supplement**: Every significant new factor, material mistake or material inaccuracy relating to the information included in the Prospectus which may affect the assessment of the Class A Notes and which arises or is noted between the date of the approval granted by the CSSF in relation to the Prospectus and the Closing Date, shall be mentioned in a supplement to the

Prospectus without undue delay, in accordance with and within the meaning of Article 23 of the Prospectus Regulation.

15. **Investor Report**: On a monthly basis until the earlier of the date on which all the Notes have been redeemed in full and the Legal Maturity Date, the Management Company will prepare the Investor Report which will be published by the Management Company on its internet site (www.france-titrisation.fr). Each Investor Report will include, *inter alia*, the elements listed in Section "INFORMATION RELATING TO THE ISSUER - Additional Information".

DOCUMENTS ON DISPLAY

During the life of this Prospectus, a copy of the following documents will be available for inspection by physical means during normal business hours at the registered offices of the Management Company and the Paying Agent:

(a) the Master Definitions and Framework Agreement;

(b) the Vehicles Pledge Agreement;

(c) the Data Protection Agreement;

(d) the Issuer Regulations;

(e) the Master Receivables Transfer Agreement;

(f) the Servicing Agreement;

(g) the Paying Agency, Listing and Registrar Agreement;

(h) the Account and Cash Management Agreement;

(i) the Swap Agreement; and

(j) the Class B Notes, Class C Notes and Residual Units Subscription Agreement.

A copy of such documents will also be published on the website of the European Data Warehouse (https://editor.eurodw.eu/), which was approved by the ESMA and by the FCA as a securitisation repository, or pursuant to such other method as the Management Company deems appropriate from time to time in accordance with the Securitisation Regulation. For the avoidance of doubt, this website and the contents thereof do not form part of this Prospectus. The Management Company shall also provide the Custodian Agreement to any Noteholders and any potential investors in the Notes upon request.

This Prospectus will also be available on the internet site of the Luxembourg Stock Exchange (www.luxse.com). A copy of this Prospectus will be freely remitted by the Paying Agent to any investor in Class A Notes upon demand.

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ANNEX 1

GLOSSARY

Unless the context otherwise requires, any reference in this glossary, and more generally in this Prospectus, to:

(a) any agreement or other document shall be construed as a reference to the relevant agreement or document as the same may have been, or may from time to time be, replaced, extended, amended, varied, novated, supplemented or superseded; and

(b) any statutory provision or legislative enactment shall be deemed also to refer to any re-enactment, modification or replacement thereof and any statutory instrument, order or regulation made thereunder or under any such re-enactment.

2015 Order means the order dated 20 August 2015 (*ordonnance No. 2015-1024 portant diverses dispositions d'adaptation de la législation au droit de l'Union Européenne en matière financière*) amending and supplementing the provisions of the French Separation Law.

Accelerated Amortisation Event shall have the meaning given to that term in the Section entitled "*Operation of the Issuer – Accelerated Amortisation Period – Accelerated Amortisation Event*" on page 108.

Accelerated Amortisation Period shall have the meaning given to that term in the Section entitled "*Operation of the Issuer – Amortisation Period*" on page 106.

Acceptance means any acceptance of a Transfer Offer delivered by the Management Company to the Seller in accordance with the Master Receivables Transfer Agreement.

Account and Cash Management Agreement means the agreement entered into on the Signing Date between the Management Company, the Custodian and the Issuer Account Bank, as amended from time to time (as the case may be).

Account Holder means, with respect to the Class A Notes, any authorised financial intermediary institution entitled to hold accounts on behalf of its customers affiliated with Euroclear and/or, as the case may be, Clearstream Luxembourg.

Acquisition means the acquisition by ALD of 100% of the share capital of LeasePlan.

Additional Eligible Receivables means on any Transfer Date (other than the Closing Date) the Eligible Receivables as of the preceding Cut-Off Date which are offered for transfer by the Seller to the Issuer on such Transfer Date.

Additional Issuer Fees means the fees due and payable to any organ(s), appointed or designated by the Management Company in accordance with the provisions of the Issuer Regulations and any other exceptional fees, duly justified.

Additional Transfer Price means the additional transfer price which may be payable by the Issuer to the Seller in case of Lease Agreement Recalculation.

Adjusted Available Collections means, with respect to any Reference Period and in relation to any Monthly Payment Date, all amounts (without double counting) corresponding to any adjustment

(positive or negative) of the Available Collections with respect to any preceding Reference Periods which may be due to (without limitation):

(a) Overpayments;

(b) reallocations of funds received in relation to a Lease Agreement and the related Series of Receivables; or

(c) regularisations following an error or a rounding in the allocation of funds received.

Adjustment Spread means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Rate Determination Agent, acting in good faith, determines as required to be applied to the Alternative Base Rate to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to the holders of the Class A Notes as a result of the replacement of the EURIBOR Reference Rate with the Alternative Base Rate and is the spread, formula or methodology which:

(a) is formally recommended in relation to the replacement of the EURIBOR Reference Rate with the Alternative Base Rate by any Relevant Nominating Body; or

(b) if no such recommendation has been made, the Rate Determination Agent determines, acting in good faith, is recognised or acknowledged as being the industry standard for debt market instruments such as or comparable to the Class A Notes or for over-the-counter derivative transactions which reference the EURIBOR Reference Rate, where such rate has been replaced by the Alternative Base Rate; or

(c) if the Rate Determination Agent determines that no such industry accepted standard for over-the-counter derivative transactions which reference the EURIBOR Reference Rate is recognised or acknowledged, the Rate Determination Agent, in its discretion, acting in good faith, determines to be appropriate.

Affected Party has the meaning ascribed to such term in the Swap Agreement.

Affected Receivables means any Series of Receivables underlying a Transferred Receivable in respect of which any representation made or warranty given by the Seller was false or incorrect on the date on which it was made or given.

Aggregate Discounted Balance means, at any date, the aggregate Discounted Balance of the Performing Lease Agreements underlying the Transferred Receivables as at the immediately preceding Cut-Off Date.

Aggregate Discounted Balance Increase Amount means, for all Performing Receivables which have been subject to a Lease Agreement Recalculation during a Reference Period and for which such Lease Agreement Recalculation has resulted in an increase of the Discounted Balance of such Performing Receivables, an amount equal to the aggregate increase of the Discounted Balance of all such Performing Receivables.

Aggregate Discounted Balance Net Increase Amount means, in respect of any Reference Period, the difference, if positive, between the Aggregate Discounted Balance Increase Amount and the Aggregate Discounted Balance Reduction Amount in respect of that Reference Period.

Aggregate Discounted Balance Net Reduction Amount means, in respect of any Reference Period, the difference, if positive, between the Aggregate Discounted Balance Reduction Amount and the Aggregate Discounted Balance Increase Amount in respect of that Reference Period.

Aggregate Discounted Balance Reduction Amount means, for all Performing Receivables which have been subject to a Lease Agreement Recalculation during a Reference Period and for which such Lease Agreement Recalculation has resulted in a decrease of the Discounted Balance of such Performing Receivables, an amount equal to the aggregate decrease of the Discounted Balance of all such Performing Receivables.

ALD means ALD SA, a company organized and existing under the laws of France, registered with the registry of commerce and companies under company registration number 417 689 395 R.C.S Nanterre, having its registered office at 1-3 Rue Eugène et Armand Peugeot, Corosa, 92500 Rueil-Malmaison, France.

ALD Automotive means TEMsys, a *société anonyme* incorporated under, and governed by, the laws of France, whose commercial name is ALD Automotive and whose registered office is at 15 allées de l'Europe, 92110 Clichy, France, registered with the Trade and Companies Register of Nanterre (France) under number 351 867 692 or any company succeeding to TEMsys as lessor under the Designated Lease Agreements and owner of the corresponding Vehicles further to the Acquisition and which forms part of the ALD Group, as the case may be.

ALD Group means ALD and all of its subsidiaries, including any new subsidiaries resulting from the Acquisition.

Alternative Base Rate means, when a Base Rate Modification Event has occurred, an alternative base rate which shall meet the following requirements:

(a) be any of the following:

  (i) a reference rate published, endorsed, approved or recognised by the European Central Bank, any relevant regulatory authority in the European Union (including the EBA and the ESMA) or the Luxembourg Stock Exchange (or any relevant committee or other body established, sponsored or approved by any of the foregoing);

  (ii) a reference rate utilised in a material number of publicly-listed new issues of Euro denominated asset backed floating rate notes prior to the effective date of such Base Rate Modification;

  (iii) a reference rate utilised in a publicly-listed new issue of Euro denominated asset backed floating rate notes where the originator of the relevant assets is an affiliate or a branch of the Seller;

  (iv) such other reference rate as the Rate Determination Agent reasonably determines (and in relation to which the Rate Determination Agent has provided reasonable justification of its determination to the Management Company);

(b) in each case, the change to the Alternative Base Rate will not, in the Management Company's opinion, be materially prejudicial to the interest of the holders of the Class A Notes; and

(c) for the avoidance of doubt, the Management Company may propose an Alternative Base Rate on more than one occasion provided that the conditions set out in Condition 8.3 (Additional Right of Modification without Noteholders' consent in relation to EURIBOR Discontinuation or Cessation) are satisfied.

AMF General Regulations means the *règlement général* of the AMF.

Amortisation Event means either an Early Amortisation Event or an Accelerated Amortisation Event.

Amortisation Period shall have the meaning given to that term in the Section entitled *"Operation of the Issuer – Amortisation Period*" on page 106.

Amortisation Starting Date means the date falling the earlier of:

(a) the Monthly Payment Date falling in July 2024; or

(b) the Monthly Payment Date immediately following the date of occurrence of an Early Amortisation Event.

Ancillary Rights means, in respect of each Transferred Receivable and the related Lease Agreement:

(a) the right to serve notice to pay or repay, to recover and/or to grant a discharge in respect of the whole or part of the amounts due or to become due in connection with the said Transferred Receivable from the relevant Lessee or from any other debtor (or from any other person having granted any Collateral Security);

(b) the benefit of any and all undertakings assumed by the relevant Lessee (or by any other person having granted any Collateral Security) in connection with the said Transferred Receivable pursuant to the relevant Contractual Documents in so far as they support or secure the payment of the said Transferred Receivable;

(c) the benefit of any and all actions against the relevant Lessee (or against any other person having granted any Collateral Security) in connection with the said Transferred Receivable pursuant to the relevant Contractual Documents; and

(d) the benefit of any Collateral Security attached, whether by operation of law or on the basis of the Contractual Documents or otherwise, to such Transferred Receivable.

Applicable Reference Rate means:

(a) as of the Closing Date and until the last Monthly Payment Date before a Base Rate Modification is made further to the occurrence of a Base Rate Modification Event, the EURIBOR Reference Rate; and

(b) as of the first Monthly Payment Date after a Base Rate Modification is made further to the occurrence of a Base Rate Modification Event, any other Alternative Base Rate as determined in accordance with Condition 8.3 (Additional Right of Modification without Noteholders' consent in relation to EURIBOR Discontinuation or Cessation) as may be adjusted taking into account the Adjustment Spread.

Arranger means Société Générale.

Arrears Amount means any amount by which a Lessee is in arrears under the terms of the relevant Lease Agreement.

Article 7 ITS means Commission Implementing Regulation (EU) 2020/1225, including any relevant guidance and policy statements in relation thereto published by the EBA, the ESMA; the EIOPA (or their successor) or by the European Commission.

Article 7 RTS means Commission Delegated Regulation (EU) 2020/1224, including any relevant guidance and policy statements in relation thereto published by the EBA, the ESMA; the EIOPA (or their successor) or by the European Commission.

Article 7 Technical Standards mean the Article 7 RTS and the Article 7 ITS.

Authorised Investments shall have the meaning given to that term in the Section entitled "*Cash Management and Investment Rules – Authorised Investments*" on page 214.

Autorité de Contrôle Prudentiel et de Résolution or **ACPR** means the French prudential supervision and resolution authority.

Autorité des Marchés Financiers **or AMF** means the French financial markets authority.

Available Cash means all sums available to the Issuer pending allocation and standing from time to time to the credit of the Issuer Accounts (excluding the Swap Collateral Account) during each period commencing on (and including) a Monthly Payment Date (following the execution of the relevant Priority of Payments) and ending on (but excluding) the next Monthly Payment Date.

Available Collections means, in respect of the Transferred Receivables and any Monthly Payment Date and the immediately preceding Reference Period, an amount equal to the aggregate (without double counting) of:

(a) the Collections with respect to such Reference Period plus or minus, as the case may be, any Adjusted Available Collections;

(b) any amount debited by the Management Company from the Set-Off Reserve on that Monthly Payment Date in the event of a breach by the Seller of its obligation to pay the relevant Set-Off Amounts to the Issuer with respect to that Reference Period under the Master Receivables Transfer Agreement, in accordance with the provisions of the Servicing Agreement;

(c) any amount debited by the Management Company from the Commingling Reserve on that Monthly Payment Date in the event of a breach by the Servicer of its obligation to pay the relevant Collections to the Issuer with respect to that Reference Period under the Servicing Agreement, in accordance with the provisions of the Servicing Agreement (without double counting with any amount of unpaid Set-Off Amounts, in relation to which the Management Company would be allowed to set-off the restitution obligations of the Issuer under the Set-Off Reserve in the event of a breach by the Seller of its obligations to pay any such Set-Off Amounts as part of the Deemed Collections to the Issuer under the Master Receivables Transfer Agreement);

(d) any Compensation Payment Obligation paid to the Issuer with respect to that Reference Period, including any amount debited by the Management Company from the Performance Reserve Account on that Monthly Payment Date in accordance with the Master Receivables Transfer Agreement, in the event of a breach by the Seller of its obligation to pay any Compensation Payment Obligation; and

(e) any net proceeds received by means of realisation of the Vehicles Pledge granted pursuant to the Vehicles Pledge Agreement during such Reference Period.

Available Distribution Amounts means, in respect of a Monthly Payment Date:

(a) the Available Collections relating to the preceding Reference Period;

(b) any Financial Income relating to the preceding Reference Period arising from the investments of the Available Cash standing to the credit of the Operating Account and the General Reserve Account;

(c) the credit balance of the General Reserve Account on the immediately preceding Calculation Date;

(d) the Interest Rate Swap Net Cashflows (if any) payable to the Issuer on such date;

(e) the Swap Termination Amount payable on such date to the Issuer, if any; *plus*

(f) any amount remaining, not used and standing to the credit of the Operating Account (including the Replenishment Ledger) after the application of the relevant Priority of Payments on the immediately preceding Monthly Payment Date, if any.

Average Delinquency Ratio means, on any Calculation Date:

(a) in relation to the first Monthly Payment Date in July 2023, the Delinquency Ratio of the June 2023 Reference Period;

(b) in relation to the second Monthly Payment Date in August 2023, the sum of the Delinquency Ratios of the June 2023 Reference Period and the July 2023 Reference Period divided by two; and

(c) in relation to any other Monthly Payment Date thereafter, the sum of the last three Delinquency Ratios divided by three.

Back-Up Maintenance Coordinator means an entity appointed as back-up maintenance coordinator by the Management Company acting in the name and on behalf of the Issuer, with the prior consent of the Custodian (such consent not being unreasonably withheld), in accordance with the terms of the Servicing Agreement.

Back-Up Maintenance Coordinator Facilitator means France Titrisation, acting in its capacity as back-up maintenance coordinator facilitator.

Back-Up Servicer means an entity appointed as back-up servicer by the Management Company acting in the name and on behalf of the Issuer, with the prior consent of the Custodian (such consent not being unreasonably withheld), in accordance with the terms of the Servicing Agreement.

Back-Up Servicer Facilitator means France Titrisation in its capacity as back-up servicer facilitator.

Base Rate Modification shall have the meaning given to that term in Condition 8.3 (Additional Right of Modification without Noteholders' consent in relation to EURIBOR Discontinuation or Cessation).

Base Rate Modification Event means any of the following events:

(a) a material disruption to EURIBOR, a material or an adverse change in the methodology of calculating EURIBOR or EURIBOR ceasing to exist or be published;

(b) a public statement by the EURIBOR administrator that it will cease publishing EURIBOR permanently or indefinitely (in circumstances where no successor EURIBOR administrator has been appointed that will continue publication of EURIBOR);

(c) a public statement by the supervisor of the EURIBOR administrator that EURIBOR has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner;

(d) a public announcement of the permanent or indefinite discontinuation of EURIBOR that applies to the Rated Notes at such time;

(e) a public statement by the supervisor for the EURIBOR administrator that means EURIBOR may no longer be used or that its use is subject to restrictions or adverse consequences; or

(f) the reasonable expectation of the Management Company that any of the events specified in sub-paragraphs (a) to (e) above will occur or exist within six months of the proposed effective date of the Alternative Base Rate.

BRRD means Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directive 82/891/EEC, and Directives 2001/24/EC, 2002/47/EC, 2004/25/EC, 2005/56/EC, 2007/36/EC, 2011/35/EU, 2012/30/EU and 2013/36/EU, and Regulations (EU) No 1093/2010 and (EU) No 648/2012, of the European Parliament and of the Council.

Business Day means any day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in London, Paris and Luxembourg, and which is a TARGET Settlement Day in relation to the payment of an amount denominated in Euro.

Calculation Date means, in respect of an Information Date, the sixth Business Day following such Information Date. Any reference to a Calculation Date relating to a given Reference Period or Cut-Off Date shall be a reference to the Calculation Date falling within the calendar month following such Reference Period or Cut-Off Date.

Class means, in respect of any Notes, the Class A Notes, the Class B Notes or the Class C Notes.

Class A Noteholder means any holder from time to time of Class A Notes.

Class A Notes means the senior floating rate asset-backed notes issued or to be issued by the Issuer on the Closing Date, pursuant to and in accordance with the Issuer Regulations and Articles L. 214-166-1 to L. 214-175, L. 214-175-1 to L. 214-175-8, L. 214-180 to L. 214-186 of the French Monetary and Financial Code.

Class A Notes Amortisation Amount means, subject to the applicable provisions relating to rounding as set out in the Conditions:

(a) with respect to each Monthly Payment Date falling during the Revolving Period, zero;

(b) with respect to each Monthly Payment Date falling during the Amortisation Period, the lesser of:

  (i) the Class A Notes Outstanding Amount on the preceding Calculation Date;

  (ii) the Monthly Amortisation Basis applicable on such Monthly Payment Date; and

(c) on each Monthly Payment Date falling during the Accelerated Amortisation Period, the Class A Notes Outstanding Amount on the preceding Calculation Date.

Class A Notes Initial Principal Amount means the Class A Notes Issue Amount.

Class A Notes Interest Amount means, with respect to any Monthly Payment Date and subject to the applicable provisions relating to rounding as set out in the Conditions, the interest amount payable under the Class A Notes on such date, as being equal to the aggregate, as computed for each Class A Note, of the product of:

(a) the Class A Notes Interest Rate;

(b) the principal outstanding amount of the relevant Class A Note as of the preceding Calculation Date; and

(c) the number of calendar days of the relevant Interest Period,

divided by 360.

Class A Notes Interest Rate means the interest rate applicable to the Class A Notes as set out in Condition 2.2 (Interest Rate).

Class A Notes Issue Amount means €500,000,000.

Class A Notes Outstanding Amount means at any time the aggregate outstanding principal balance of the Class A Notes at that time.

Class A Notes Subscription Agreement means the agreement entered into on the Signing Date between, *inter alia*, the Management Company, the Joint Lead Managers, the Sole Bookrunner and the Seller, as amended from time to time, as the case may be.

Class A Notes Swap Confirmation means the confirmation confirming the terms of the transaction entered into under the Swap Agreement in order to hedge the liabilities of the Issuer under the Class A Notes.

Class B Noteholder means any holder from time to time of Class B Notes.

Class B Notes means the fixed rate asset-backed notes issued by the Issuer on the Closing Date, pursuant to and in accordance with the Issuer Regulations and Articles L. 214-166-1 to L. 214-175, L. 214-175-1 to L. 214-175-8, L. 214-180 to L. 214-186 of the French Monetary and Financial Code.

Class B Notes Amortisation Amount means, subject to the applicable provisions relating to rounding procedures as set out in the Conditions:

(a) with respect to each Monthly Payment Date falling during the Revolving Period: zero;

(b) with respect to each Monthly Payment Date falling during the Amortisation Period, the lesser of:

  (i) the Class B Notes Outstanding Amount on the preceding Calculation Date; and

  (ii) the difference between:

    (A) the Monthly Amortisation Basis applicable on such Monthly Payment Date; and

    (B) the Class A Notes Amortisation Amount applicable on such Monthly Payment Date;

(c) on each Monthly Payment Date falling during the Accelerated Amortisation Period, the Class B Notes Outstanding Amount on the preceding Calculation Date.

Class B Notes, Class C Notes and Residual Units Subscription Agreement means the agreement entered into on the Signing Date between the Management Company, the Class B Notes Subscriber, the Class C Notes and Residual Units Subscriber and the Seller, as amended from time to time, as the case may be.

Class B Notes Initial Principal Amount means the Class B Notes Issue Amount.

Class B Notes Interest Amount means, with respect to any Monthly Payment Date and subject to the applicable provisions relating to rounding as set out in the Conditions, the interest amount payable under the Class B Notes on such Date, as being equal to the aggregate, as computed for each Class B Note, of the product of:

(a) the Class B Notes Interest Rate;

(b) the relevant principal outstanding amount of the Class B Note as of the preceding Calculation Date; and

(c) the number of calendar days of the relevant Interest Period,

divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (x) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (y) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365).

Class B Notes Interest Rate means the interest rate applicable to the Class B Notes as set out in Condition 2.2 (Interest Rate).

Class B Notes Issue Amount means €93,800,000.

Class B Notes Outstanding Amount means at any time the aggregate outstanding principal balance of the Class B Notes at that time.

Class B Notes Subscriber means ALD Automotive.

Class C Noteholder means any holder from time to time of Class C Notes.

Class C Notes means the junior fixed rate notes issued by the Issuer on the Closing Date, pursuant to and in accordance with the Issuer Regulations and Articles L. 214-166-1 to L. 214-175, L. 214-175-1 to L. 214-175-8, L. 214-180 to L. 214-186 of the French Monetary and Financial Code.

Class C Notes Amortisation Amount means, subject to the applicable provisions relating to rounding as set out in the Conditions:

(a) with respect to each Monthly Payment Date falling during the Revolving Period: zero;

(b) with respect to each Monthly Payment Date falling during the Amortisation Period, the lesser of:

  (i) the Class C Notes Outstanding Amount on the preceding Calculation Date; and

  (ii) the difference between:

    (A) the Monthly Amortisation Basis applicable on such Monthly Payment Date; and

    (B) the sum of the Class A Notes Amortisation Amount and the Class B Notes Amortisation Amount applicable on such Monthly Payment Date; and

(c) with respect to each Monthly Payment Date falling during the Accelerated Amortisation Period, the Class C Notes Outstanding Amount on the preceding Calculation Date.

Class C Notes and Residual Units Subscriber means the Seller.

Class C Notes Initial Principal Amount means the Class C Notes Issue Amount.

Class C Notes Interest Amount means, with respect to any Monthly Payment Date and subject to rounding as provided for in the Conditions, the interest amount payable under the Class C Notes on such date, as being equal to the product of:

(a) the Class C Notes Interest Rate;

(b) the relevant Class C Notes Outstanding Amount as of the preceding Calculation Date; and

(c) the number of calendar days of the relevant Interest Period;

divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (x) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (y) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365).

Class C Notes Interest Rate has the meaning given to that term in Condition 2.2 (Interest Rate).

Class C Notes Issue Amount means €95,900,000.

Class C Notes Outstanding Amount means the outstanding principal balance of the Class C Notes.

Clearstream Luxembourg means Clearstream Banking S.A., a *société anonyme* incorporated under, and governed by, the laws of Luxembourg, whose registered office is at 42 avenue J.F Kennedy, L-1855 Luxembourg, registered with the Trade and Companies Register of the Grand Duchy of Luxembourg under number B9248, as well as its successors and assigns.

Closing Date means 27 June 2023.

Collateral Security means, in respect of any Series of Receivables, (i) any rights or guarantees (*cautions*) which secure the payment of the Transferred Receivables under the terms of the relevant Lease Agreements and which are accessories to such Transferred Receivables and (ii) any other security interest and more generally any sureties, guarantees (for the avoidance of doubt, other than first demand guarantees) and other agreements or arrangements of whatever nature (but excluding any cash deposit) in favour of the Seller supporting or securing the payment of such Transferred Receivables.

Collections means, with respect to each Transferred Receivable and the related Series of Receivables (subject to the application of the Indiviual Lease Ratio when relevant):

(a) all cash collections and other cash proceeds (including, without limitation, bank transfers, direct debits, wire transfers, cheques, bills of exchange and direct debits) relating to such Transferred Receivable as received from the relevant Lessee, any insurer, any purchaser of any Vehicle, any auctioneer or any other debtor, as applicable, including all amounts of principal and interest, deferred amounts, fees and amounts paid as insurance indemnities, other than corresponding to Recoveries;

(b) all sums collected under the related Ancillary Rights;

(c) any Recoveries relating to such Series of Receivables;

(d) any Deemed Collections relating to such Series of Receivables;

(e) to the extent not included in item (a) above, any Non-Compliance Payments; and

(f) to the extent not included in item (a) above, the Retransferred Amounts relating to such Series of Receivables.

Commingling Reserve means the cash reserve credited from time to time by the Servicer to the Commingling Reserve Account and adjusted in accordance with the terms of the Servicing Agreement on each Monthly Payment Date, as security for the full and timely payment of of any and all Collections to the Issuer in accordance with the provisions of the Servicing Agreement.

Commingling Reserve Account means the bank account opened by the Issuer with the Issuer Account Bank in accordance with, and designated as "Commingling Reserve Account" in, the Account and Cash Management Agreement and the details of which are set out in the Account and Cash Management Agreement.

Commingling Reserve Decrease Amount means, on any Calculation Date and in respect of the immediately following Monthly Payment Date, an amount equal to the difference, if positive, between the amount standing to the credit of the Commingling Reserve Account (provided that any interest amount or income received on sums standing to the credit of the Commingling Reserve Account shall not be taken into account for the purpose of this calculation) on such Calculation Date and the Commingling Reserve Required Amount as at such Monthly Payment Date.

Commingling Reserve Required Amount means, on any Calculation Date and in respect of the immediately following Monthly Payment Date, an amount equal to:

(a) if and so long as no Downgrade Event has occurred and is continuing, zero; and

(b) if and so long as a Downgrade Event has occurred and is continuing: the sum of:

(A) the aggregate Instalments in respect of the Issuer Portfolio Receivables scheduled on the current Reference Period; and

(B) the aggregate Estimated RV in respect of the Issuer Portfolio Receivables which have been originated from Lease Agreements maturing on the current Reference Period; and

(C) 85 per cent of the aggregate Instalments in respect of the Issuer Portfolio Receivables scheduled on the following Reference Period,

(D) 85 per cent of the aggregate Estimated RV in respect of the Issuer Portfolio Receivables which have been originated from Lease Agreements maturing on the following Reference Period,

provided that the Commingling Reserve Required Amount shall not exceed the product of:

(i) 7 per cent.; and

(ii) the Aggregate Discounted Balance of the Issuer Portfolio Receivables on the immediately preceding Cut-Off Date.

Compensation Payment Obligation means, in respect of each Lease Agreement in connection with any Series of Receivables assigned to the Issuer, any financial obligation of the Seller to indemnify the Issuer under the Master Receivables Transfer Agreement in case of breach by the Seller of the Seller Performance Undertakings relating to its Lease Agreements, by paying to the Issuer an amount equal to:

(a) in respect of any Performing Lease Agreement, the Discounted Balance of the relevant Series of Receivables (*plus* any Arrears Amount and accrued interests and *minus* Overpayments); and

(b) in respect of any Defaulted Lease Agreement, the fair market value of such Series of Receivables as determined in good faith by the Servicer without undue delay and accepted by the Management Company or, in the absence of such determination, as determined by the Management Company.

Conditions means the terms and conditions of the Notes as set out in the Section entitled "*Terms and Conditions of the Notes*" on page 181.

Conditions Precedent means:

(a) in relation to the purchase of Eligible Receivables, on the Closing Date, the conditions precedent set out in the Master Receivables Transfer Agreement and as set out in the Section entitled "*Purchase and Servicing of the Receivables – Purchase of Additional Eligible Receivables – Conditions Precedent to the Purchase of Eligible Receivables*" on page 150; and

(b) in relation to the purchase of Eligible Receivables on any other Transfer Date, the conditions precedent set out in the Master Receivables Transfer Agreement and as set out in the Section entitled "*Purchase and Servicing of the Receivables – Purchase of Receivables – Purchase of Additional Eligible Receivables – Conditions Precedent to the Purchase of Eligible Receivables*" on page 150.

Contractual Documents means, with respect to any Transferred Receivable and the related Series of Receivables, any document or contract between the Seller and a Lessee or any third party, from which that Transferred Receivable arises, including the relevant Lease Agreement and documents relating to any Collateral Security, the application for the Lease Agreement, negotiable instruments issued in respect of any Series of Receivables, as the case may be, and general or particular terms and conditions, as amended from time to time, as the case may be (without prejudice to the terms of the Servicing Agreement) and any agreement entered into by the Seller in respect of the sale of the relevant Vehicle.

CRA Regulation means Regulation (EC) No. 1060/2009 (as amended).

Credit Support Balance has the meaning given to this term in the Credit Support Annex with respect to the Swap Agreement.

Credit Support Provider has the meaning ascribed to such term in the Swap Agreement.

CRR or **Capital Requirements Regulation** means Regulation (EU) No. 575/2013 of the European Parliament and of the Council (as the same may be amended from time to time).

CSDs means Euroclear and Clearstream Luxembourg.

CSSF means the Luxembourg *Commission de Surveillance du Secteur Financier*.

Cumulative Default Ratio means, on any Calculation Date, the ratio expressed as a percentage equal to:

(a) the cumulative Defaulted Amount since the Closing Date; divided by

(b) the Discounted Balance of all the Lease Agreements underlying the Transferred Receivables (as determined at the Cut-Off Date immediately preceding their relevant Transfer Date), transferred to the Issuer since the Closing Date (included).

Custodian means Société Générale, acting in its capacity as Custodian of the Issuer pursuant to the Issuer Regulations and the Custodian Agreement, and any successor thereof.

Custodian Agreement means the framework agreement named "*Convention Dépositaire*" entered into between France Titrisation and Société Générale on 15 October 2021 setting out the contractual terms and conditions of the mission of Société Générale when appointed as custodian of the *organismes de titrisation* (securitisation vehicles) governed by Articles L. 214-166-1 *et seq.* of the French Monetary and Financial Code managed by France Titrisation as management company, together with the acceptance letters signed by the Custodian pursuant to which the Custodian has accepted to act as Custodian of the Issuer.

Cut-Off Date means 31 May 2023 and thereafter, in respect of any Reference Period, the last calendar day of such Reference Period.

Data Protection Agent means Société Générale, in its capacity as data protection agent and any successor thereof.

Data Protection Agreement means the data protection agreement entered into on the Signing Date between the Management Company, the Seller and the Data Protection Agent, as amended from time to time (as the case may be).

Data Protection Requirements means, together, the General Data Protection Regulation – GDPR, and the French Data Protection Law.

DBRS or **DBRS Morningstar** means:

(a) for the purpose of identifying which DBRS entity has assigned the credit rating to the Rated Notes, DBRS Ratings GmbH, and any successor to this rating activity; and

(b) in any other case, any entity that is part of DBRS Morningstar, which is either registered or not under the CRA Regulation, as it appears from the last available list published by the European Securities and Markets Authority (**ESMA**) on the ESMA website, or any other applicable regulation.

DBRS Critical Obligations Rating or **DBRS COR** means, in relation to any relevant entity, the rating assigned by DBRS which addresses the risk of default of particular obligations and/or exposures of the relevant entity that in the view of DBRS have a higher probability of being excluded from bail-in and remaining in a continuing bank in the event of the resolution of a troubled bank than other senior unsecured obligations. If the DBRS COR assigned by DBRS to the entity is public, it will be indicated on the website of DBRS (www.dbrs.com); or if the DBRS COR assigned by DBRS to the entity is private, such entity shall give notice to the other party as soon as reasonably practicable upon the occurrence of any change relevant for the purpose of the applicability of the DBRS COR.

DBRS Equivalent Chart means the chart below:

DBRS		Moody's	S&P	Fitch
AAA	1	Aaa	AAA	AAA
AA (high)	2	Aa1	AA+	AA+
AA	3	Aa2	AA	AA
AA (low)	4	Aa3	AA-	AA-
A (high)	5	A1	A+	A+
A	6	A2	A	A
A (low)	7	A3	A-	A-
BBB (high)	8	Baa1	BBB+	BBB+
BBB	9	Baa2	BBB	BBB
BBB (low)	10	Baa3	BBB-	BBB-
BB (high)	11	Ba1	BB+	BB+
BB	12	Ba2	BB	BB
BB (low)	13	Ba3	BB-	BB-
B (high)	14	B1	B+	B+
B	15	B2	B	B
B (low)	16	B3	B-	B-
CCC (high)	17	Caa1	CCC+	CCC+
CCC	18	Caa2	CCC	CCC
CCC (low)	19	Caa3	CCC-	CCC-
CC	20	Ca	CC	CC
	21		C	C
D	22	C	D	D

DBRS Equivalent Rating means (a) if public senior unsecured debt ratings by Fitch, Moody's and S&P are all available, (i) the remaining rating (upon conversion of the DBRS Equivalent Chart) once the highest and the lowest ratings have been excluded or (ii) in the case of two or more same ratings, any of such ratings (upon conversion on the basis of the DBRS Equivalent Chart); (b) if the DBRS Equivalent Rating cannot be determined under paragraph (a) above, but public senior unsecured debt ratings by any two of Fitch, Moody's and S&P are available, the lower rating available (upon conversion on the basis of the DBRS Equivalent Chart); and (c) if the DBRS Equivalent Rating cannot be determined under paragraph (a) or paragraph (b) above, and therefore only a public senior unsecured debt rating by one of Fitch, Moody's and S&P is available, such rating will be the DBRS Equivalent Rating (upon conversion on the basis of the DBRS Equivalent Chart).

DBRS Equivalent Rating (Swaps) means:

(a) if a Fitch derivative counterparty rating if available and otherwise a Fitch public senior unsecured debt rating (or equivalent rating) (a **Fitch Long Term Rating**), a Moody's counterparty risk assessment if available and otherwise a Moody's public senior unsecured debt rating (or equivalent rating) (a **Moody's Long Term Rating**) and an S&P resolution counterparty rating if available and otherwise an S&P public senior unsecured debt rating (or equivalent rating) (a **S&P Long Term Rating**) are all available,

(i) the remaining rating (upon conversion on the basis of the DBRS Equivalent Chart) once the highest and the lowest ratings have been excluded; or

(ii) in the case of two or more of the same ratings, any of such ratings (upon conversion on the basis of the DBRS Equivalent Chart);

(b) if the DBRS Equivalent Rating (Swaps) cannot be determined under paragraph (a) above, but a Fitch Long Term Rating, a Moody's Long Term Rating or an S&P Long Term Rating by any two of Fitch, Moody's and S&P are available, the lower rating available (upon conversion on the basis of the DBRS Equivalent Chart); and

(c) if the DBRS Equivalent Rating (Swaps) cannot be determined under paragraph (a) or paragraph (b) above, and therefore only a Fitch Long Term Rating, a Moody's Long Term Rating or an S&P Long Term Rating by one of Fitch, Moody's and S&P is available, such rating will be the DBRS Rating (upon conversion on the basis of the DBRS Equivalent Chart).

DBRS Long-term Rating means a public rating assigned by DBRS under its long-term rating scale in respect of a person's long-term, unsecured, unsubordinated and unguaranteed debt obligations.

DBRS Rating means:

(a) the DBRS Long-term Rating; or

(b) if (a) above is not available, a DBRS Equivalent Rating.

DBRS Rating (Swaps) means:

(a) in respect of an entity, a DBRS Critical Obligations Rating; or

(b) if (a) above is not available, a DBRS Long-term Rating.

Deemed Collections means, in respect of any Transferred Receivable, any of the following amounts:

(a) the amount by which the Discounted Balance of such Transferred Receivable which is still a Performing Receivable is reduced due to the relevant Lease Agreement being early terminated, rescinded, cancelled or declared void;

(b) the amount by which the Discounted Balance of such Transferred Receivable which is still a Performing Receivable is reduced due to a Lease Agreement Recalculation (to the extent not paid as part of the set-off between the Aggregate Discounted Balance Reduction Amount and the Aggregate Discounted Balance Increase Amount, as the case may be); and

(c) the amount resulting from any credit note, rebate, discount, refund or similar right granted by the Seller to the relevant debtor under such Transferred Receivable or resulting from any other event (including, any set-off, counterclaim, dispute, defence or deduction or any reduction whatsoever and including any Set-Off Amount) that would have the effect of reducing or discharging the amount due by the relevant debtor (whether or not provided in the Servicing Procedures) under such Transferred Receivable,

provided that:

(i) there shall be no double counting between the Deemed Collections arising in respect of the Lease Receivables of a given Series of Receivables, and the Deemed Collections arising, as the

case may be, in respect of an Other Receivable of the same Series of Receivables and aimed at compensating an amount due to be paid under those Lease Receivables, and

(ii) in all cases, as calculated and recorded by the Servicer in its records and it being specified that no Deemed Collection shall arise as a result of (x) the relevant debtor being Insolvent or (y) the corresponding Designated Lease Agreement being a Defaulted Lease Agreement.

Defaulted Amount means on each Calculation Date relating to any Reference Period, the Discounted Balance, as of the immediately preceding Cut-Off Date, of the Performing Lease Agreements with respect to Transferred Receivables that have become Defaulted Lease Agreements during such Reference Period.

Defaulted Lease Agreement means a Designated Lease Agreement in respect of which:

(a) the Lessee is in arrears with respect to any amount remaining unpaid past its due date (in whole or in part) under the Lease Receivables by more than ninety (90) calendar days and the Servicer, acting in accordance with the Servicing Procedures, has made a judgement that there is no reasonable chance that the Lessee is able to pay and that the outstanding amounts will be collected;

(b) the Seller, acting in accordance with the Underwriting and Management Procedures or the Servicer, acting in accordance with the Servicing Procedures, has terminated or accelerated such Lease Agreement, or has written off or made provision against definitive losses prior to the expiry of the period referred to in paragraph (a) above; or

(c) the Lessee is Insolvent.

Defaulted Receivables means any Receivable arising from a Defaulted Lease Agreement.

Defaulted Swap Counterparty Termination Amount means the early termination amount payable by the Issuer to the Swap Counterparty in accordance with the terms of the Swap Agreement upon termination of such Swap Agreement following the occurrence of a Swap Event of Default or a Swap Additional Termination Event where the Swap Counterparty is (i) the "Defaulting Party" (as defined in the Swap Agreement) following the occurrence of an "Event of Default" (as defined in the Swap Agreement) or (ii) the "sole Affected Party" (as defined in the Swap Agreement), in accordance with the terms of the Swap Agreement.

Delinquency Ratio means, on any Calculation Date, the ratio of the aggregate Discounted Balance of the Delinquent Receivables divided by the aggregate Discounted Balance of the Performing Receivables, in each case, as the Cut-Off Date immediately preceding such Calculation Date.

Delinquent Receivable means any Performing Receivable pertaining to a Series of Receivables in respect of which the Lessee is in arrears by more than thirty (30) calendar days provided that any Instalment which has been deferred during a payment holiday shall to that extent not be treated as overdue and is not a Defaulted Receivable.

Designated Lease Agreement means each Lease Agreement giving rise to Receivables assigned or to be assigned to the Issuer.

Discounted Balance Interest Component means, with respect to any Transferred Receivable and any amount to be received from the Lessee thereunder, the portion of such amount deemed interest by the Management Company as determined in accordance with an actuarial calculation based on the methodology agreed between the Seller and the Management Company.

Discounted Balance means, in respect of a Lease Agreement and the related Series of Receivables and on any date, the sum of:

(a) net present value of the Instalments remaining to be paid after the relevant Cut-Off Date until the scheduled contractual maturity of such Lease Agreement; and

(b) the present value of the Estimated RV of the corresponding Vehicle,

as discounted at the Discount Rate.

For the avoidance of doubt, it will be equal to zero for any Defaulted Lease Agreement.

Discounted Residual Value Balance means, in respect of a Lease Agreement and the related Series of Receivables and on any date, the present value of the Estimated RV of the corresponding Vehicle, as discounted at the Discount Rate. For the avoidance of doubt, it will be equal to zero for any Defaulted Lease Agreement.

Discount Rate means 7% *per annum*.

Downgrade Event means in respect of the requirement to appoint a Back-Up Servicer or a Back-Up Maintenance Coordinator or the requirement to fund the Maintenance Reserve, the Set-Off Reserve, the Commingling Reserve or the Performance Reserve, neither the Seller, nor the Majority Shareholder has at least the following ratings:

(a) a DBRS Rating of BBB (low); and

(b) an unsecured, unguaranteed and unsubordinated long-term debt obligations rating of Baa3 by Moody's.

Early Amortisation Event means any of the following events:

(a) the occurrence of a Seller Termination Event;

(b) the occurrence of a Servicer Termination Event;

(c) an Event of Default or Additional Termination Event (as defined in the Swap Agreement or replacement Swap Agreement) has arisen under the Swap Agreement or replacement Swap Agreement;

(d) the Cumulative Default Ratio exceeds 3.5%;

(e) the Average Delinquency Ratio exceeds 10.0%

(f) on any applicable Monthly Payment Date, the balance of the General Reserve Account, Commingling Reserve Account, Performance Reserve Account, Maintenance Reserve Account or Set-Off Reserve Account, is lower than the applicable General Reserve Required Amount, Commingling Reserve Required Amount, Performance Reserve Required Amount, Maintenance Reserve Required Amount or Set-Off Reserve Required Amount;

(g) on three (3) consecutive Monthly Payment Dates, the Aggregate Discounted Balance (taking into account the Receivables transferred to the Issuer on such Monthly Payment Dates) is less than or equal to ninety per cent. (90%) of the Notes Initial Principal Amount;

(h) a Downgrade Event has occurred and no Back-Up Servicer or no Back-Up Maintenance Coordinator has been appointed within one hundred and twenty (120) calendar days following such event in accordance with the provisions of the Transaction Documents; and

(i) on three (3) consecutive Monthly Payment Dates, the amount credited on any Monthly Payment Date to the Replenishment Ledger of the Operating Account for the purchase of Additional Eligible Receivables is lower than the Required Replenishment Amount on such Monthly Payment Date.

Early Termination Date has the meaning ascribed to such term in the relevant Swap Documents. Early Termination Date includes, *inter alia*, the date on which the appropriate party under the terms of the Swap Documents decides, following a Swap Event of Default or a Swap Termination Event, to terminate the relevant Swap Document.

EBA means the European Banking Authority.

EIOPA means the European Insurance and Occupational Pensions Authority.

Electronic Protected File means the electronic files substantially in the forms prescribed in the Master Receivables Transfer Agreement and comprising, in respect of all the Transferred Receivables: the Lessees List, the Main Auctioneers List and the Main Vehicle Purchasers List, which, if they contain Personal Data, will be fully encrypted in accordance with the state of art and requirements set out under any Data Protection Requirements in such manner that the same could only be decrypted with the Key).

Eligible Bank means a credit institution duly licensed therefore under the laws and regulations of France or of any other Member State of the European Economic Area (*Espace Economique Européen*) which has the applicable Required Ratings.

Eligible Receivable means a Series of Receivables that complies with all the Eligibility Criteria on the Cut-Off Date relating to the relevant Transfer Date.

Eligibility Criteria means the criteria set out in the Section entitled "*The Lease Agreements and the Receivables*" on page 121.

EMIR means Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories.

ESMA STS Register shall have the meaning given to that term in the Sub-section entitled "OVERVIEW OF THE TRANSACTION – Simple, Transparent and Standardised (STS) Securitisation".

Estimated RV means, as determined and registered in its IT systems by the Seller, the estimated residual value of a Vehicle at the scheduled contractual maturity of such Lease Agreement as calculated and recalculated from time to time by the Servicer in accordance with the Underwriting and Management Procedures and subject to the terms and conditions of the relevant Lease Agreement.

EU Securitisation Repository Operational Standards means Commission Delegated Regulation (EU) 2020/1229.**EURIBOR** means the euro interbank offered rate administered by the European Money Market Institute (or any other person which takes over the administration of that rate) for the relevant period displayed on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate), or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such rate does not appear on the Reuters Screen EURIBOR01 Page, the EURIBOR-Reference Banks rate.

EURIBOR-Reference Banks means with respect to a Monthly Payment Date, the rate determined on the basis of the rates at which deposits in euros are offered by the Reference Banks at approximately 11:00 a.m., Brussels time, on the day that is two TARGET Settlement Days preceding that Monthly Payment Date to prime banks in the Euro-zone interbank market for the relevant period commencing on that Monthly Payment Date and in a representative amount, assuming an Actual/360 day count basis. The Management Company will request the principal Euro-zone office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Monthly Payment Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Monthly Payment Date will be the arithmetic mean of the rates quoted by major banks in the Euro-zone, selected by the Management Company, at approximately 11:00 a.m., Brussels time on that Monthly Payment Date for loans in euros to leading European banks for the relevant period commencing on that Monthly Payment Date and in a representative amount.

EURIBOR Reference Rate means, in respect of each Interest Period, EURIBOR for one (1) month euro deposits.

Euro, **euro**, **€** or **EUR** means the single currency unit of the Member States of the European Union that have adopted the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March 1957) and amended by the Treaty on the European Union (signed in Maastricht on 7 February 1992).

Euroclear means (i) Euroclear France S.A., a *société anonyme* incorporated under, and governed by, the laws of France, whose registered office is at 66 rue de la Victoire, 75009 Paris, France, registered with the Trade and Companies Register of Paris (France) under number 542 058 086 as central depository, and (ii) Euroclear Bank S.A./N.V., a *société anonyme* incorporated under, and governed by, the laws of Belgium, whose registered office is at 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium, registered with the *Banque- Carrefour des Entreprises* (*Kruispuntbank van Ondernemingen*) of Belgium under number 0429.875.591 as operator of the Euroclear system.

Excluded Lease Amounts means in relation to a Lease Agreement, any amount related to VAT, any amount (including all fees, costs and expenses) payable by any Lessee (or any other entity but the Seller) to the Seller (a) under or in relation to any Lease Services (in particular in relation to card and fuel supply and any insurance premiums) and (b) in relation to any additional ancillary services or formalities (*prestations hors contrat*) performed by the Seller in favour of, or on behalf of, the Lessee (including any costs relating to the payment by the Seller of any fine resulting for the use of the Vehicle by the Lessee or relating to any amendment of such Lease Agreement).

File means, with respect to any Transferred Receivable:

(a) all agreements, correspondence, notes, instruments, books, books of account, registers, records and other information and documents (including, without limitation, computer programmes, tapes or discs) in the possession of the Seller or delivered by the Seller to the Servicer, if applicable; and

(b) the relevant Contractual Documents,

relating to the said Transferred Receivable and to the corresponding Lessee(s).

Financial Income means, on any given Calculation Date, any interest amount or income on the Available Cash paid during the immediately preceding Reference Period.

France Titrisation means a *société par actions simplifiée*, whose registered office is located at 1 Boulevard Haussmann, 75009 Paris, France, registered with the Trade and Companies Registry of Paris (France) under number 353 053 531, licensed and supervised by the AMF (*Autorité des Marchés*

Financiers) as a *société de gestion de portefeuille* (portfolio management company) under number GP 14000030 and authorised to manage securitisation vehicles (*organismes de titrisation*).

French Civil Code means the French *Code civil*.

French Commercial Code means the French *Code de commerce*.

French Data Protection Law means Law No. 78-17 of 6 January 1978 relating to the protection of personal data (*Loi relative à l'informatique, aux fichiers et aux libertés*).

French Monetary and Financial Code means the French *Code monétaire et financier*.

French Separation Law means Law no. 2013-672 of 26 July 2013 on the separation and the regulation of banking activities (*Loi n° 2013-672 du 26 juillet 2013 de séparation et de régulation des activités bancaires*).

French Tax Code means the French *Code général des impôts*.

Funds Allocation Rules means the Priorities of Payments, the rules pertaining to the payments to be made by the Issuer outside of such Priorities of Payments and the rules pertaining to the credit and debit of sums between the Issuer Accounts, in each case, as provided for in the Issuer Regulations, as well as all other rules of allocation of the sums received by the Issuer (*règles d'affectation des sommes reçues*) pursuant to the Issuer Regulations.

GDPR or **General Data Protection Regulation** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.

General Reserve means the sums standing from time to time to the credit of the General Reserve Account.

General Reserve Account means the bank account opened by the Issuer with the Issuer Account Bank in accordance with, and designated as "General Reserve Account" in, the Account and Cash Management Agreement and the details of which are set out in the Account and Cash Management Agreement.

General Reserve Cash Deposit means the cash deposit for an amount equal to the General Reserve Required Amount on the Closing Date made by the Seller under the terms of the Master Receivables Transfer Agreement on that date.

General Reserve Required Amount means:

(a) on the Closing Date, an amount equal to €10,345,500;

(b) with respect to any Monthly Payment Date thereafter, provided that the Discounted Balance of the Series of Receivables with respect to the Performing Receivables assigned to the Issuer has not been reduced to zero, an amount equal to 1.5% of the Notes Outstanding Amount as calculated on the immediately preceding Calculation Date; and

(c) on the Legal Maturity Date or otherwise, zero.

Global Portfolio Criteria has the meaning given to that term in the Section entitled "*Purchase and Servicing of the Receivables*" on page 150.

Indemnities and Other Fees Receivables means, with respect to a Lease Agreement and the relevant Vehicle, any amount (excluding VAT) payable by a Lessee to the Seller:

(a) further to the termination of the relevant Lease Agreement whether (i) as a result of a default of the Lessee, (ii) due to the occurrence of any early termination event or the exercise of any early termination right or (iii) on any other grounds whatsoever;

(b) further to the return or effective recovery (*récupération effective*) of the relevant Vehicle, to compensate for the depreciation in the value of the relevant Vehicle and/or the costs of restoration of the relevant Vehicle; or

(c) in case of delay in returning the relevant Vehicle,

or for any other reason, excluding the Excluded Lease Amounts.

Information Date means the eighth Business Day of a calendar month. Any reference to an Information Date relating to a given Reference Period or Cut-Off Date shall be a reference to the Information Date falling within the calendar month following such Reference Period or Cut-Off Date.

Insolvent means, in relation to any person or entity, any of the following situations (to the extent applicable):

(a) an alert procedure (*procédure d'alerte*) regarding the early detection of potential financial difficulties is initiated against the relevant person or entity pursuant to the Title 1 of the Book VI of the French Commercial Code, which may result in an interruption of its activities and a voluntary arrangement (*règlement amiable*) between the relevant person or entity and its creditors;

(b) the relevant person or entity (i) becomes insolvent or is unable to pay its debts as they become due (*cessation des paiements*), or (ii) institutes or has instituted against it a proceeding seeking a judgment for its safeguard (*sauvegarde*), accelerated safeguard (*sauvegarde accélérée*) or financial accelerated safeguard (*sauvegarde financière accélérée*) or a judgment for its bankruptcy (*redressement judiciaire*) or a judgment for its liquidation (*liquidation judiciaire*);

(c) if applicable, it has its banking license withdrawn pursuant to the applicable regulatory provisions of the French Monetary and Financial Code or is subject to injunctions made by the ACPR in accordance with Articles L. 613-31-11 *et seq.* of the French Monetary and Financial Code or the order (*ordonnance*) No. 2015-1024 of 20 August 2015 concerning various provisions adapting national law to financial European law and any of other provisions that modify, replace or complement the aforementioned legal texts; or

(d) it is subject to any measures equivalent to any of those listed in paragraphs (a) to (c) above under any applicable law.

Instalment means, on any date and with respect to any Lease Agreement, each instalment scheduled to be paid by the relevant Lessee under such Lease Agreement thereunder, excluding the Excluded Lease Amounts.

Instalment Due Date means, in respect of any Instalment, the date on which it is due and payable under the relevant Lease Agreement.

Insurance Company means any insurance company which has delivered an Insurance Policy.

Insurance Policy means, in respect of any Vehicle and any Lease Agreement, any insurance policy covering the theft, destruction or damages to the Vehicle and/or any public liability insurance with respect to the Vehicle.

Insurance Receivables means, in respect of any Vehicle, the Seller's right and interest in any amount (excluding VAT) payable by any Insurance Company to the Seller pursuant to any Insurance Policy (but excluding, for the avoidance of doubt, any amount paid by the Insurance Company in order to indemnify any corporal damages incurred by the Lessee(s) or to indemnify any damages incurred by a third party).

Interest Determination Date is a day that is two (2) Business Days preceding the first day of each Interest Period.

Interest Period means, in relation to any Class of Notes, each period defined as such in Condition 2.1 (Interest Periods and Monthly Payment Dates).

Interest Rate Swap Net Cashflow means, on any Monthly Payment Date, the amount equal to the difference between (i) the Floating Amount (as defined in the Swap Agreement) payable to the Issuer by the Swap Counterparty, and (ii) the Fixed Amount (as defined in the Swap Agreement) payable by the Issuer to the Swap Counterparty.

Interest Rate Swap Transaction has the meaning ascribed to such term in the Swap Agreement.

Investment Company Act means the U.S. Investment Company Act of 1940, as amended.

Investor Report means the monthly report to be prepared by the Management Company on each Calculation Date in accordance with the Issuer Regulations.

ISDA Master Agreement means a master agreement governed by English law including the schedule and the credit support annex (the **Credit Support Annex**) thereto as published by the International Swap and Derivative Association in 2002.

Issuer means the *fonds commun de titrisation* (securitisation mutual fund) named RED & BLACK AUTO LEASE FRANCE 2 to be established on the Closing Date by the Management Company, and governed by the provisions of Articles L. 214-166-1 to L. 214-175, L. 214-175-1 to L. 214-175-8, L. 214-180 to L. 214-186, L. 231-7 and Articles R. 214-217 to R. 214-235 of the French Monetary and Financial Code and by the Issuer Regulations.

Issuer Account Bank means Société Générale, in its capacity as a banking institution holding and managing the Issuer Accounts or any successor thereto being an Eligible Bank.

Issuer Accounts means the following accounts:

(a) the Operating Account;

(b) the General Reserve Account;

(c) the Commingling Reserve Account;

(d) the Performance Reserve Account;

(e) the Maintenance Reserve Account;

(f) the Set-Off Reserve Account; and

(g) the Swap Collateral Account.

Issuer Fees means the aggregate amount of the Scheduled Issuer Fees and of the Additional Issuer Fees.

Issuer Liquidation Date means the earlier of the following dates to occur:

(a) the date on which the Management Company liquidates the Issuer following the occurrence of an Issuer Liquidation Event; and

(b) the date on which the Management Company liquidates the Issuer within six (6) months following the full extinction of the last Transferred Receivables held by the Issuer,

in accordance with the provisions of Article L. 214-186 of the French Monetary and Financial Code and the Issuer Regulations.

Issuer Liquidation Event means any of the events referred to in the Sub-section entitled "*Liquidation of the Issuer – Issuer Liquidation Events*" on page 223.

Issuer Portfolio Receivables means, in respect of any given Cut-Off Date, the Transferred Receivables that are still Performing Receivables as of such Cut-off Date, provided that if the Monthly Payment Date falling after such Cut-off Date is a Transfer Date and/or a Retransfer Date, for the purpose of this definition, the term "Transferred Receivables" shall include the Series of Receivables offered by the Seller to the Issuer for purchase on that Transfer Date, as the case may be, and exclude any Transferred Receivables to be retransferred to the Seller on that Retransfer Date, as the case may be.

Issuer Regulations means the regulations (*règlement*) of the Issuer, as referred to in Article L. 214-169 *et seq.* of the French Monetary and Financial, signed by the Management Company on the Signing Date, as amended from time to time (as the case may be), which relate to the creation and operations of the Issuer.

Joint Lead Managers means Société Générale and RBC Capital Markets.

Key means, in relation to the Transferred Receivables and the related encrypted personal data regarding the relevant Lessees, the key that allows for the decoding of such encrypted personal data received by the Management Company.

Lease means, in respect of a Lease Agreement, the lease granted by the Seller to the relevant Lessee under such Lease Agreement.

Lease Agreement means a lease agreement, entered into by the Seller and a Lessee, in respect of a Vehicle.

Lease Agreement Recalculation means any recalculation of a Receivable from time to time in accordance with the Servicing Procedures and in accordance with the relevant Lease Agreement (in particular due to any extension or early termination (other than early terminations due exclusively to the Lessee being Insolvent)) of the relevant Lease Agreement.

Lease Agreement Recalculation Receivables means, with respect to a Lease Agreement, any amount (excluding VAT) payable by a Lessee to the Seller due to the backward adjustment of the financial terms of the Lease Agreement following a Lease Agreement Recalculation, excluding the Excluded Lease Amounts (and other than, for the avoidance of doubt any early termination indemnities, which are included among the Indemnities and Other Fees Receivables or increases in Instalments becoming due after such Lease Agreement Recalculation, which are included in the Lease Receivables).

LeasePlan means LP Group B.V., a holding company owning 100% of the share capital of LPC.

LeasePlan Group means LPC and any other affiliate of LPC, including, once the Acquisition is completed, each company forming part of the ALD Group.

Lease Receivables means the Instalments payable by the Lessee in respect of a Vehicle under a Lease Agreement.

Lease Services means maintenance and all other services provided for under each Designated Lease Agreement (e.g., card and fuel supply, tire supply, provision of rental cars, breakdown service, brokerage of insurance services, etc.) and subscribed by the relevant Lessee(s).

Lease Services Fixed Instalments means, with respect to any Designated Lease Agreement and in relation to the Lease Services subscribed by any Lessee, the fixed monthly or quarterly instalments invoiced by the Seller to such Lessee for the performance of such Lease Services (excluding, for the avoidance of doubt, any insurance premiums and fees and costs payable to the Seller in relation thereto).

Leases Files means the Line-by-Line File, the file named "AGGR" and the Electronic Protected Files.

Legal Maturity Date means the Monthly Payment Date falling in June 2035.

Lessee means a legal entity or a natural person acting for business purposes entering into the lease contracts within the framework of their business activity, renting a Vehicle under a Lease Agreement.

Lessee Group means all Lessees which are associated to the same parent company as registered in its IT systems by the Seller and reported to the Issuer.

Lessees List means a list in respect of each related Lessee with the name, address, telephone, facsimile number and/or e-mail address and the key number attributed by the Seller to such Lessee.

Line-by-Line File means the computer files named "PRTF", "SCHED", "SALE" and "RACH" setting out the Series of Receivables relating to the relevant Transfer Date and the information referred to in the Master Receivables Transfer Agreement, established in the form prescribed in the Master Receivables Transfer Agreement, delivered by the Seller to the Management Company on each Information Date relating to a Cut-Off Date in respect of which a Transfer Offer is issued and as attached to the relevant Transfer Document and maintained and delivered by the Servicer to the Management Company on each Information Date (through the Monthly Servicer Report).

Listing Agent means Société Générale Luxembourg, in its capacity as listing agent and any successor thereof.

LPC means LeasePlan Corporation N.V. a public company with limited liability (*naamloze vennootschap*), incorporated under the laws of The Netherlands, registered with the Netherlands Chamber of Commerce (*Kamer van Koophandel*) and having its registered office at Gustav Mahlerlaan 360, 1082 ME, Amsterdam, The Netherlands or any future successor company that may result from any possible integration following the Acquisition and which forms part of the ALD Group.

Maintenance Amounts means:

(a) where any of the relevant Lease Services are not provided or not properly provided due to a failure by the Seller to pay all or part of the Maintenance Costs an amount equal to such part of the Maintenance Costs which the Seller has failed to pay;

(b) where the relevant Lease Services are not provided or not properly provided by the relevant services provider other than due to a failure by the Seller to pay any part of the Maintenance Costs owed to such services provider, such Maintenance Costs, reasonably estimated by the Seller in consideration of the terms of the relevant Contractual Documents and in accordance with the Servicing Procedures, that ought to be have been paid by the Seller to a replacement services provider for the provision of the relevant Lease Services (and which have not been paid to such replacement services provider), provided that if the Seller fails to provide the Management Company with such estimate within ten (10) Business Days of a request to that effect, the Management Company shall be entitled to apply its own reasonable estimate.

Maintenance Costs means, with respect to any Series of Receivables, the amounts payable to any services providers (including any VAT thereon and all fees, costs and expenses relating thereto) for the provision of the Lease Services in relation to the related Vehicle.

Maintenance Reserve means the amount standing from time to time to the credit of the Maintenance Reserve Account in accordance with the Master Receivables Transfer Agreement.

Maintenance Reserve Account means the bank account opened by the Issuer with the Issuer Account Bank in accordance with, and designated as "Maintenance Reserve Account" in, the Account and Cash Management Agreement and the details of which are set out in the Account and Cash Management Agreement.

Maintenance Reserve Required Amount means, on any Calculation Date and in respect of the immediately following Monthly Payment Date, an amount equal to:

(a) if and so long as no Downgrade Event has occurred and is continuing, zero; and

(b) if and so long as a Downgrade Event has occurred and is continuing, an amount equal to the positive balance of the Maintenance Settlement Ledger in respect of the Designated Lease Agreements as notified in the Monthly Servicer Report.

Maintenance Reserve Decrease Amount means, on any Calculation Date and in respect of the immediately following Monthly Payment Date, an amount equal to the difference, if positive, between the amount standing to the credit of the Maintenance Reserve Account (provided that any interest amount or income received on sums standing to the credit of the Maintenance Reserve Account shall not be taken into account for the purpose of this calculation) on such Calculation Date and the Maintenance Reserve Required Amount as at such Monthly Payment Date.

Maintenance Settlement Ledger means a ledger maintained by the Servicer with respect to the Designated Lease Agreements reflecting the Seller's experience of progressive maintenance services expenditures (so-called rule of 78, representing the difference between the Lease Services Fixed Instalments paid by the Lessee in relation to the maintenance of the Vehicle and the theoretical maintenance costs since the delivery of the Vehicle).

Main Auctioneer means any of the auctioneers listed in the Main Auctioneers List.

Main Auctioneers List means a list in respect of the main recurrent auctioneers which the Seller would usually consider appointing for the purpose of selling the Vehicles repossessed from the Lessees in accordance with the Underwriting and Management Procedures and the Servicing Procedures, with the name, address, telephone, facsimile number and/or e-mail address and the key number attributed by the Seller to such auctioneer.

Main Vehicle Purchaser means any of the vehicle purchasers listed in the Main Vehicle Purchasers List.

Main Vehicle Purchasers List means a list in respect of 5 significant vehicle purchasers to which the Seller is used to selling the Vehicles repossessed from the Lessees at maturity of the relevant Lease Agreement or if the Lease Agreement is terminated following the default of the Lessee, with the name, address, telephone, facsimile number and/or e-mail address and the key number attributed by the Seller to such vehicle purchaser.

Majority Shareholder means (i) Société Générale, or (ii) any successor, permitted assignee or person deriving title under or through Société Générale and holding, directly or indirectly, more than fifty (50) per cent. of the share capital of the Seller.

Management Company means France Titrisation, acting in its capacity as management company of the Issuer pursuant to the Issuer Regulations and any successor thereof.

Master Definitions and Framework Agreement means the master definitions and framework agreement entered into on the Signing Date between *inter alia* the Seller, the Servicer, the Management Company and the Custodian, as amended from time to time (as the case may be).

Master Receivables Transfer Agreement means the master transfer agreement entered into on the Signing Date between the Seller and the Management Company, as amended from time to time (as the case may be), pursuant to which the Seller has agreed to transfer to the Issuer all of its title to, and rights and interest in, the Eligible Receivables.

Member States means any member state of the European Union that has the Euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

Mezzanine Principal Deficiency Amount means, calculated on any Calculation Date during the Revolving Period and the Amortisation Period with respect to the corresponding Monthly Payment Date, the maximum between:

(a) zero; and

(b) the results of the following computation:

(i) the Monthly Amortisation Basis in respect of the immediately following Monthly Payment Date; less

(ii) the Available Distribution Amounts on such Monthly Payment Date; plus

(iii) items (one) to (five) of the Priority of Payments during the Revolving Period or the Amortisation Period; assuming the Mezzanine Principal Deficiency Amount is equal to zero; less

(iv) the Class C Notes Outstanding Amount on the preceding Calculation Date.

MiFID II has the meaning ascribed to such term in the Section entitled "*Risk Factors – Legal and Regulatory – Impact of EMIR and MiFID II on the Swap Agreement*" on page 48.

Monthly Amortisation Basis means, on any Monthly Payment Date, the positive difference between:

(a) the Notes Outstanding Amount on the preceding Calculation Date; and

(b) the aggregate Discounted Balance of the Performing Receivables as of the Cut-Off Date immediately preceding such Monthly Payment Date.

Monthly Payment Date means (a) the 27th day of each calendar month, commencing on 27 July 2023, provided that if any such day is not a Business Day, such Monthly Payment Date shall be postponed until the first following day that is a Business Day and (b) the Issuer Liquidation Date.

Monthly Servicer Report means the report to be provided by the Servicer on each Information Date to the Management Company with respect to the relevant Reference Period and containing the Line-by-Line File and the information referred to in the Servicing Agreement.

Moody's means Moody's France SAS.

NAF means Nomenclature d'Activités Française, the French nomenclature of activities with the same structure as the European NACE nomenclature of activities.

New Vehicle means any Vehicle, being less than 6 months old and having less than 6,000 km mileage, in accordance with the Seller's Underwriting and Management Procedures.

Non-Compliance Payment means, in relation to any Affected Receivables, an amount equal to the Discounted Balance plus any accrued and outstanding interest and any other outstanding amounts or any unpaid amounts of principal, interest, expenses and other ancillary amounts relating to the relevant Series of Receivables, as of the Cut-Off Date on or immediately following the date on which the relevant Series of Receivables became Affected Receivables.

Note means any Class A Notes, Class B Notes or Class C Notes.

Noteholder means a holder from time to time of any Note.

Notes Initial Principal Amount means the sum of the Class A Notes Initial Principal Amount, the Class B Notes Initial Principal Amount and the Class C Notes Initial Principal Amount.

Notes Issue Price means, on the Closing Date, €689,700,000.

Notes Outstanding Amount means the sum of the Class A Notes Outstanding Amount, the Class B Notes Outstanding Amount and the Class C Notes Outstanding Amount.

Operating Account means the bank account opened by the Issuer with the Issuer Account Bank in accordance with, and designated as "Operating Account" in, the Account and Cash Management Agreement and the details of which are set out in the Account and Cash Management Agreement.

Original Vehicle Purchase Contract means, with respect to any Vehicle and the corresponding Lease Agreement, the initial agreement entered into between the Seller and any supplier pursuant to which the Seller has purchased such Vehicle prior to entering the Lease pursuant to the corresponding Lease Agreement.

Original Vehicle Purchase Receivables means, with respect to a Vehicle, all amounts payable to the Seller by the relevant supplier that sold such Vehicle to the Seller, in cases where the corresponding Original Vehicle Purchase Contract has been terminated, cancelled declared void or rescinded.

Other Receivables means, with respect to a Lease Agreement and the relevant Vehicle:

(a) any Vehicle Sale Receivables;

(b) any Indemnities and Other Fees Receivables;

(c) any Lease Agreement Recalculation Receivables;

(d) any Replacement Value Receivables;

(e) any Insurance Receivables;

(f) any Original Vehicle Purchase Receivables; and

(g) any amount payable to the Seller by any guarantor under any first demand guarantee from which it may benefit in respect of the relevant Receivables,

in each case, excluding any Excluded Lease Amounts.

Overpayment means:

(a) any amount transferred from the Servicer's collection accounts to the Operating Account or received directly by the Issuer from the debtors under or in connection with Transferred Receivables which is not owed to the Issuer; or

(b) any collection received by the Issuer under any Retransferred Receivable and any Series of Receivables for which a Non-Compliance Payment has been received between (i) the day (included) immediately following the Cut-Off Date preceding the Retransfer Date of such Retransferred Receivable and (ii) the Retransfer Date of such Retransferred Receivable (included).

Payable Costs means, on any Calculation Date preceding a Monthly Payment Date, the sum of:

(a) the Issuer Fees payable on the Monthly Payment Date immediately following such Calculation Date;

(b) any Interest Rate Swap Net Cashflows due by the Issuer; and

(c) the Class A Notes Interest Amount and the Class B Notes Interest Amount payable on the Monthly Payment Date immediately following such Calculation Date.

Paying Agency, Listing and Registrar Agreement means the paying agency, listing and registrar agreement executed on the Signing Date between the Management Company, the Issuer Account Bank, the Listing Agent and the Paying Agent, as amended from time to time (as the case may be).

Paying Agent means Société Générale, in its capacity as paying agent in respect of the Rated Notes and any successor thereof.

Performance Reserve means the amount standing from time to time to the credit of the Performance Reserve Account in accordance with the Master Receivable Transfer Agreement.

Performance Reserve Account means the bank account opened by the Issuer with the Issuer Account Bank in accordance with, and designated as "Performance Reserve Account" in, the Account and Cash Management Agreement and the details of which are set out in the Account and Cash Management Agreement.

Performance Reserve Required Amount means, on any Calculation Date and in respect of the immediately following Monthly Payment Date, an amount equal to:

(i) if and so long as no Downgrade Event has occurred and is continuing, zero;

(ii) if and so long as a Downgrade Event has occurred and is continuing, for each Vehicle in respect of which the Series of Receivables has been transferred to the Issuer and which is outstanding (including Performing Receivables and Defaulted Receivables),

(1) €400; or

(2) if

(a) the relevant Series of Receivables has been retransferred to the Seller and the corresponding Retransferred Amount has been paid to the Issuer;

(b) the relevant Series of Receivables assigned to the Issuer has been cancelled or reduced in full and the corresponding indemnity has been paid to the Issuer;

(c) the relevant Vehicle has been sold and the related proceeds have been paid to the Operating Account;

(d) the relevant Series of Receivables assigned to the Issuer has been paid in full (other than in the circumstances contemplated under (a), (b) or (c) above) and the relevant Collections have been paid to the Operating Account; or

(e) the Seller provides evidence (by any means deemed satisfactory by the Management Company, including for example because it has received insurance indemnity) that any Vehicle with respect to a Series of Receivables assigned to the Issuer has been destroyed or stolen,

zero.

Performance Reserve Decrease Amount means, on any Calculation Date and in respect of the immediately following Monthly Payment Date, an amount equal to the difference, if positive, between the amount standing to the credit of the Performance Reserve Account (provided that any interest amount or income received on sums standing to the credit of the Performance Reserve Account shall not be taken into account for the purpose of this calculation) on such Calculation Date and the Performance Reserve Required Amount as at such Calculation Date.

Performing Lease Agreement means a Designated Lease Agreement that is neither a Defaulted Lease Agreement nor a Lease Agreement in relation to Transferred Receivables that have been fully paid in accordance with the Underwriting and Management Procedures and the Servicing Procedures.

Performing Receivable means a Transferred Receivable that is neither a Defaulted Receivable nor a Receivable that has been fully repaid.

Permitted Set-Off Rights means any right of set-off of the Lessee under:

(a) any cash deposits made by a Lessee with the Seller;

(b) any advances (*avances*) received by the Seller from a Lessee with respect to any Lease Service (in particular card and fuel supply);

(c) any amounts payable by the Seller to a Lessee due to a Lease Agreement Recalculation but not yet paid; and

(d) any credit note, rebate, bonus or any other equivalent right granted to the Lessee in accordance with the relevant Contractual Documents and/or the Underwriting and Management Procedures.

Permitted Variation means, in respect of a Lease Agreement, a change to the terms and conditions of that Lease Agreement which:

(a) are made in compliance with the Servicing Procedures and the Underwriting and Management Procedures or, if the relevant change is not contemplated in the Servicing Procedures or in the Underwriting and Management Procedures, are not made in a way that could adversely affect the validity or the recoverability of the Transferred Receivables arising from such Lease Agreement in whole or in part, or which could harm, in any other way, the interest of the Issuer in such Transferred Receivables or in the corresponding Ancillary Rights;

(b) to the extent applicable, are made in accordance with the terms of the relevant Lease Agreement; and

(c) do not result in an increase of the weighted average remaining term of the Issuer Portfolio Receivables (including such Transferred Receivables) exceeding thirty-six (36) months as determined on any Calculation Date as at the preceding Cut-Off Date.

Personal Data shall have the meaning given to that term pursuant to any applicable Data Protection Requirements.

Pledged Vehicle means a Vehicle that is subject to the Pledge.

Priority of Payments means any of the orders of priority which shall be applied by the Management Company in the payment (or the provision for payment, where relevant) of all debts due and payable by the Issuer to any of its creditors, as set out in the Issuer Regulations and as described in the Section entitled "*Operation of the Issuer – Priority of Payments*" on page 112.

Process Agent means BNP Paribas, London Branch, a company incorporated under the laws of England, having its registered office located at 10 Harewood Avenue, London, NW1 6AA, United Kingdom and registered in the United Kingdom under number FC13447, United Kingdom establishment number: BR000170 or any successor or other entity appointed as process agent by the Management Company under the Swap Agreements.

Prospectus means the present Prospectus within the meaning of Article 8.1 of the Prospectus Regulation.

Prospectus Regulation means Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market.

Rate Determination Agent means the agent appointed by the Management Company under Condition 8.

Rated Notes means the Class A Notes and the Class B Notes.

Rating Agency means any of DBRS and Moody's, as well as their successors and assigns.

Receivable means any receivable being part of a Series of Receivables.

Receivables Transfer Price means:

(a) with respect to the Eligible Receivables purchased by the Issuer on the Closing Date, €689,699,820 being the aggregate of the Discounted Balance of the related Series of Receivables as of 31 May 2023;

(b) on any other Transfer Date and with respect to the Eligible Receivables offered on such Transfer Date for transfer by means of a Transfer Offer and the related Series of Receivables, the aggregate of the Discounted Balance relating to each such Series of Receivables as of the Cut-Off Date preceding such Transfer Date, and as set out in such Transfer Offer.

Recovery means, in respect of any Lease Agreement that has become a Defaulted Lease Agreement, any collections received by the Servicer in respect of the relevant Lease Agreement including, without limitation the proceeds received from the enforcement of any Collateral Security and the sale of the relevant Vehicle.

Reference Banks means for the purpose of any EURIBOR, four (4) major banks in the Euro-zone interbank market.

Reference Period means each calendar month. Any reference to a Calculation Date, Information Date, Monthly Payment Date or Transfer Date relating to a given Reference Period shall be a reference to the calendar month immediately preceding such Calculation Date, Information Date, Monthly Payment Date or Transfer Date, as applicable.

Registrar means Société Générale in its capacity as registrar of the Class C Notes and the Residual Units pursuant to the Paying Agency, Listing and Registrar Agreement or any successor thereto.

Regulated Market means the Luxembourg Stock Exchange's regulated market to which application has been made to admit the Rated Notes to trading, this market being a regulated market within the meaning of MiFID II.

Regulation S means Regulation S under the Securities Act.

Relevant Margin means, with respect to the Class A Notes, 0.68% per annum.

Relevant Member State means each Member State of the European Economic Area.

Relevant Nominating Body means, in respect of a benchmark or screen rate (as applicable):

(a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(b) in the absence of any entity under (a) above reponsible for supervising the administrator of the benchmark or screen rate (as applicable), any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (ii) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (iii) a group of the aforementioned central banks or other supervisory authorities or (iv) the Financial Stability Board or any part thereof.

Replacement Swap Premium means the amount that a replacement swap counterparty would be liable to pay, or would be paid, if the Issuer and such replacement swap counterparty entered into a replacement Interest Rate Swap Transaction, as the case may be, following an early termination of the Interest Rate Swap Transactions respectively.

Replacement Value Receivables means, in respect of a Lease Agreement, any amount (excluding VAT) payable (if any) by a Lessee to the Seller following the theft, destruction or partial destruction (complete or punctual) of the relevant Vehicle under the relevant Lease Agreement.

Replenishment Ledger means a ledger of the Operating Account used for the purchase of Additional Eligible Receivables for a Receivables Transfer Price up to the Required Replenishment Amount and in accordance with the applicable Priority of Payments.

Reporting Entity has the meaning given to that term in the Sub-section entitled "*Information and disclosure requirements*" on page 243.

Required Ratings means, in respect of the Issuer Account Bank:

(a) from Moody's : a long-term deposit rating of at least Baa1 (or its equivalent) or a short-term deposit rating of P-2; and

(b) from DBRS:

  (i) a DBRS Critical Obligations Rating of at least A (high); or

  (ii) if a DBRS Critical Obligations Rating is not currently maintained on the Issuer Account Bank, a DBRS Rating of at least A.

Required Replenishment Amount means on any Calculation Date during the Revolving Period an amount equal to the higher of:

(a) zero; and

(b) the difference between:

  (i) the Notes Initial Principal Amount; and

  (ii) the Aggregate Discounted Balance on the Cut-Off Date immediately preceding such Calculation Date.

Residual Unit means each of the two residual subordinated units, with a nominal amount of €150 each, with an indeterminate interest rate, issued or to be issued by the Issuer on the Closing Date, pursuant to the Issuer Regulations.

Retransfer Date means the date of the retransfer to the Seller of any Retransferred Receivables by the Issuer, pursuant to the provisions of the Master Receivables Transfer Agreement, which shall occur:

(a) in respect of any Transferred Receivable (1) that has become a Retransfer Option Performing Receivables or (2) in relation to which the Seller has entered into an amendment, variation, termination or waiver to any Lease Agreement (i) that does not constitute a Permitted Variation or (ii) the effect of which would be to render such Lease Agreement or the Transferred Receivables arising therefrom non-compliant with the Eligibility Criteria that would have applied if the relevant Series of Receivable was to be transferred to the Issuer at the time of such amendment, variation termination or waiver, on the Monthly Payment Date immediately following the Information Date on which the relevant Transferred Receivable was identified as such in its Monthly Servicer Report;

(b) in case of any other Retransferred Receivable: no later than on the Monthly Payment Date immediately following the date of receipt of the Retransfer Request.

Retransfer Document means any transfer document (*acte de cession de créances*) executed in accordance with the provisions of Articles L. 214-169 *et seq.* and D. 214-227 of the French Monetary and Financial Code, in the form set out in the Master Receivables Transfer Agreement, pursuant to which the Issuer retransfers to the Seller Receivables in accordance with, and subject to, the provisions of the Master Receivables Transfer Agreement.

Retransfer Option Event means, in respect of a Performing Lease Agreement, any of the following events:

(a) the relevant Performing Lease Agreement that has been terminated, whether at its scheduled maturity date or otherwise;

(b) relating to a Vehicle which is considered technically or economically unrepairable or which has been stolen;

(c) in respect of Performing Receivables, for which the underlying Vehicle has been returned to the Seller;

(d) relating to a Lease Agreement to be cancelled by the Seller ("*retrait de portefeuille*").

Retransfer Option Performing Receivable means any Transferred Receivable within a Series of Receivables relating to Performing Lease Agreement in respect of which a Retransfer Option Event has occured.

Retransfer Price means, in relation to any Retransferred Receivables, the price to be paid by the Seller to the Issuer for the retransfer of the relevant Series of Receivables as determined as at the second Cut-Off Date preceding the contemplated Retransfer Date, being:

(a) in respect of any Performing Receivable, the Discounted Balance of the relevant Series of Receivables (*plus* any Arrears Amount and accrued interests and *minus* Overpayments); and

(b) in respect of any Defaulted Receivable, the fair market value of such Series of Receivables as determined in good faith by the Servicer without undue delay and accepted by the Management Company or, in the absence of such determination, as determined by the Management Company.

Retransfer Request means the written request, substantially in the form set out in the Master Receivables Transfer Agreement, to be delivered by the Seller to the Management Company to request the Issuer to transfer back to the Seller any Transferred Receivables, pursuant to the provisions of the Master Receivables Transfer Agreement.

Retransferred Amount means, in relation to any Retransferred Receivables:

(a) the corresponding Retransfer Price; *plus*

(b) an amount equal to the total of all additional, specific, direct and indirect, reasonable and justified costs and expenses incurred by the Issuer in relation to such Receivables and for which the Issuer has requested, in writing, the payment provided that such expenses shall not include the administrative costs borne by the Issuer in connection with its holding of such Receivables.

Retransferred Receivables means any Transferred Receivables retransferred or to be retransferred to the Seller by the Issuer pursuant to clause 16 (Retransfer of Transferred Receivables) of the Master Receivables Transfer Agreement.

Revolving Period shall have the meaning given to that term in the Section entitled "*Operation of the Issuer – Revolving Period – Duration*" on page 104.

Risk Retention U.S. Persons has the meaning given to that term in the Section entitled "*US Risk Retention Requirements*" on page 8.

Royal Bank of Canada means Royal Bank of Canada, established as a Canadian Bank incorporated under and governed by the Bank Act (Canada), whose head office is located at 1 Place Ville Marie, Montreal, Quebec, H3B 3A9, Canada, licensed as a Schedule I bank under the *Bank Act* (Canada), acting through its Paris Branch located at 58 Avenue Marceau, 75008 Paris and licensed as an *établissement de crédit* (credit institution) by the *Autorité de Contrôle Prudentiel et de Résolution.*

RBC Capital Markets means RBC Capital Markets (Europe) GmbH, incorporated under the laws of Germany, with a registered office located at Taunusanlage 17, 60325, Frankfurt am Main, Germany.

Scheduled Issuer Fees means the fees due and payable to the organs of the Issuer or to any other creditor of the Issuer as set out in the Issuer Regulations (see the Section entitled "*Third Party Expenses*" on page 230).

Securities Act means the U.S. Securities Act of 1933, as amended.

Securitisation Regulation means Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012, as amended, varied or substituted from time to time (including the Securitisation Rules applicable from time to time).

Securitisation Rules mean: (i) applicable regulatory and/or implementing technical standards or delegated regulation made under the Securitisation Regulation (including any applicable transitional provisions); and/or (ii) any relevant guidance and policy statements relating to the application of the Securitisation Regulation published by the EBA, the ESMA, the EIOPA (or their successor), collectively, the European Supervisory Authorities or **ESAs**, including any applicable guidance and policy statements issued by the Joint Committee of ESAs, the European Commission and/or the European Central Bank; and/or (iii) any applicable laws, regulations, rules, guidance or other applicable national implementing measures in France, in each case as amended, varied or substituted from time to time.

Securitisation Transaction means any securitisation transaction pursuant to the Securitisation Documents.

Seller means TEMsys known under its commercial name "ALD Automotive".

Seller Termination Event means the occurrence of any of the following:

(a) the Seller is Insolvent; or

(b) the Seller fails to make any payment or deposit required by the terms of the Master Receivables Transfer Agreement or any other Transaction Document to which it is a party within five (5) Business Days of the date such payment or deposit is required to be made;

(c) the Seller fails to perform any of its other material obligations under the Master Receivables Transfer Agreement or any other Transaction Document to which it is a party and such breach, if capable of remedy, is not remedied within twenty (20) Business Days (or, if such failure is

due to a *force majeure* event, sixty (60) calendar days) after the earlier of (A) the date on which it is aware of such breach and (B) receipt of notification in writing to the Seller by the Management Company to remedy such breached obligation;

(d) any representation or warranty given by the Seller in the Master Receivables Transfer Agreement or in any other Transaction Document to which it is a party, is materially false or incorrect (when made or repeated) and such inaccuracy, if capable of remedy, is not remedied within twenty (20) Business Days (or, if such failure is due to a *force majeure* event, sixty (60) calendar days) after the earlier of (A) the date on which it is aware of such misrepresentation and (B) receipt of notification in writing to the Seller by the Management Company to remedy such misrepresentation and such misrepresentation has a material adverse effect on the Issuer's ability to make payments to the Noteholders under the Notes; or

(e) the validity of the transfer of the Transferred Receivables between the Issuer and the Seller or of any legal consequences of the transfer, including the enforceability of the same against any third party (including the relevant Lessees), is challenged by any person or entity (including the Seller, the Issuer or a Lessee) and, in the Management Company's reasonable opinion, on serious grounds and with a high probability of success.

Seller Maintenance Undertakings has the meaning given to that term in the Sub-section entitled "*Overview of the Transaction – Seller Maintenance Undertakings*" on page 70.

Seller Performance Undertakings has the meaning given to that term in the Sub-section entitled "*Overview of the Transaction – Seller Performance Undertakings*" on page 66.

Seller Termination Date means the date on which:

(a) a Seller Termination Event occurs; or

(b) a Servicer Termination Date occurs.

Series of Receivables means, with respect to a Lease Agreement and the relevant Vehicle:

(a) the relevant Lease Receivables; and

(b) any Other Receivables.

Servicer means the Seller (or, as the case may be, any entity substituted pursuant to the provisions of the Servicing Agreement), acting pursuant to the terms and conditions of the Servicing Agreement.

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

(a) the Servicer is Insolvent; or

(b) the Servicer fails to make any payment or deposit required by the terms of the Servicing Agreement or any other Transaction Document to which it is a party within five (5) Business Days of the date such payment or deposit is required to be made;

(c) the Servicer fails to perform any of its other material obligations under the Servicing Agreement or any other Transaction Document to which it is a party and such breach, if capable of remedy, is not remedied within twenty (20) Business Days (or, if such failure is due to a *force majeure* event, sixty (60) calendar days) after the earlier of (A) the date on which it is aware of such breach and (B) receipt of notification in writing to the Servicer by the Management Company to remedy such breached obligation;

(d) any representation or warranty given by the Servicer in the Servicing Agreement or in any other Transaction Document to which it is a party, is materially false or incorrect (when made or repeated) and such inaccuracy, if capable of remedy, is not remedied within twenty (20) Business Days (or, if such failure is due to a *force majeure* event, sixty (60) calendar days) after the earlier of (A) the date on which it is aware of such misrepresentation and (B) receipt of notification in writing to the Servicer by the Management Company to remedy such misrepresentation and such misrepresentation has a material adverse effect on the Issuer's ability to make payments to the Noteholders under the Notes; or

(e) a Seller Termination Event occurs.

Servicer Termination Date means the earlier of:

(a) the date on which the appointment of the Servicer is terminated in accordance with clause 15 (Termination of the Appointment) of the Servicing Agreement; and

(b) the Issuer Liquidation Date.

Servicing Agreement means the servicing agreement entered into on the Signing Date between the Management Company, the Custodian, the Back-Up Servicer Facilitator, the Back-Up Maintenance Coordinator Facilitator, the Seller and the Servicer, as amended from time to time (as the case may be), pursuant to which the Servicer has agreed to manage and service the Transferred Receivables, in the name and on behalf of the Issuer.

Servicing Procedures means, in respect of the Servicer, the procedures and guidelines, whether written or oral, used by the Servicer for the purposes of servicing the Lease Agreements from time to time, as summarised in the Section entitled "Underwriting, Management and Servicing Procedures", as amended or replaced from time to time (without prejudice to the terms of the Servicing Agreement).

Set-Off Amount means any amount off-set by a debtor against any amount due by it under a Transferred Receivable other than in connection with a Lease Agreement Recalculation in respect of the corresponding Lease Agreement (as calculated and recorded by the Seller in its records and it being specified that no Set-Off Amount shall arise as a result of (i) the relevant debtor being Insolvent or (ii) the corresponding Designated Lease Agreement being a Defaulted Lease Agreement).

Set-Off Reserve Account means the bank account opened by the Issuer with the Issuer Account Bank in accordance with, and designated as "Set-Off Reserve Account" in, the Account and Cash Management Agreement and the details of which are set out in the Account and Cash Management Agreement.

Set-Off Reserve Required Amount means, on any Calculation Date and in respect of the immediately following Monthly Payment Date, an amount equal to:

(A) if and so long as no Downgrade Event has occurred and is continuing, zero; and

(B) if and so long as a Downgrade Event has occurred and is continuing, the sum of (as determined on the Cut-Off Date immediately preceding such Monthly Payment Date):

  (a) in respect of the Designated Lease Agreements, any cash deposits made by a Lessee with the Seller;

  (b) in respect of the Designated Lease Agreements, any advances (*avances*) received by the Seller from a Lessee with respect to any Lease Service (in particular card and fuel supply) and not yet paid to the relevant services providers;

(c) any amounts payable by the Seller to a Lessee due to a Lease Agreement Recalculation but not yet paid (applying a pro-rata between the Designated Lease Agreements and other Lease Agreements entered into by the Lessee with the Seller); and

(d) any credit note, rebate, bonus or any other equivalent right granted to the Lessee in accordance with the relevant Contractual Documents and/or the Underwriting and Management Procedures (applying a pro-rata between the Designated Lease Agreements and other Lease Agreements entered into by the Lessee with the Seller),

provided that:

(i) in case of the occurrence of an Insolvency Event with respect to the Seller, the above amount shall be calculated on the basis of the latest published Monthly Servicer Report at such time; and

(ii) the Set-Off Reserve Required Amount shall only be credited to the Set-Off Reserve Account in accordance with the Master Receivables Transfer Agreement upon the occurrence of a Downgrade Event.

Set-Off Reserve Decrease Amount means, on any Calculation Date and in respect of the immediately following Monthly Payment Date, an amount equal to the difference, if positive, between the amount standing to the credit of the Set-Off Reserve Account (provided that any interest amount or income received on sums standing to the credit of the Set-Off Reserve Account shall not be taken into account for the purpose of this calculation) on such Calculation Date and the Set-Off Reserve Required Amount as at such Calculation Date.

Signing Date means 22 June 2023.

Sole Bookrunner means Société Générale, in its capacity as sole bookrunner in respect of the Class A Notes and any successor thereof.

Société Générale means Société Générale, a *société anonyme* incorporated under the laws of France, whose registered office is located at 29, boulevard Haussmann, 75009 Paris, France, registered with the Trade and Companies Register of Paris under number 552 120 222, licensed as an *établissement de credit* (credit institution) in France by the Prudential Supervision and Resolution Authority (*Autorité de Contrôle Prudentiel et de Résolution*).

SRM means Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010.

Statutory Auditor means Deloitte, a *société par actions simplifiée* (SAS) incorporated under, and governed by, the laws of France, whose registered office is at 6 Place de la Pyramide, 92908 Paris La Défense Cedex (France) and registered as a chartered accountant with the *Compagnie Nationale des Commissaires aux Comptes* (CNCC).

STS Criteria means the criteria for simple, transparent and standardised securitisation transactions set out in Articles 19 to 22 of the Securitisation Regulation.

STS Notification means the STS notification within the meaning of Article 27(1) of the Securitisation Regulation to be notified to ESMA and any other competent authorities referred to in Article 29 of the Securitisation Regulation in relation to the Transaction.

STS Notification Technical Standards means the Commission Delegated Regulation (EU) 2020/1226 and the Commission Implementing Regulation (EU) 2020/1227, as amended from time to time.

STS Requirements means the requirements of Article 18 and Articles 19 to 22 of the Securitisation Regulation.

STS Verification means the assessment of the compliance of the Notes with the requirements of Article 18 and Articles 19 to 22 of the Securitisation Regulation.

Substitute Maintenance Coordinator means at any time an entity appointed as substitute maintenance coordinator by the Management Company acting in the name and on behalf of the Issuer, with the prior consent of the Custodian (such consent not being unreasonably withheld), in accordance with the terms of the Master Receivables Transfer Agreement.

Substitute Servicer means at any time an entity appointed as substitute servicer by the Management Company acting in the name and on behalf of the Issuer, with the prior consent of the Custodian (such consent not being unreasonably withheld), in accordance with the terms of the Servicing Agreement.

Suitable Entity means an entity which (i) holds all necessary licences, authorisations, approvals, consents and registrations (if any) to act in the required capacity and to operate in France, (ii) is sufficiently qualified to perform the obligations attached to the required capacity and (iii) is permitted to act in the required capacity under all applicable laws, (iv) is not Insolvent and (v) to the extent the Seller is able to pursue its leasing and fleet management activities, is not a competitor of the Seller.

SVI means STS Verification International GmbH.

Swap Additional Termination Events means the events described as "*Additional Termination Event*s" in the Swap Agreement.

Swap Agreement means the ISDA Master Agreement, Schedule and Credit Support Annex thereto, together with two swap confirmations entered into thereunder, entered into between the Management Company and the Swap Counterparty, or any successor agreement.

Swap Calculation Period means:

(a) the period commencing on (and including) the Closing Date, and ending on (but excluding) the first Monthly Payment Date following such Closing Date; and

(b) the subsequent periods commencing on (and including) a Monthly Payment Date and ending on (but excluding) the immediately following Monthly Payment Date.

Swap Collateral Account means the bank account opened by the Issuer with the Issuer Account Bank in accordance with, and designated as "Swap Collateral Account" in, the Account and Cash Management Agreement and the details of which are set out in the Account and Cash Management Agreement into which (i) the collateral which is required to be transferred by the Swap Counterparty, as the case may be in favour of the Issuer and (ii) any interest on such collateral, will be credited.

Swap Collateral Account Priorities of Payments means the priority of payments which are set out in the Section entitled "*Description of the Issuer Accounts – Swap Collateral Account – Swap Collateral Account Priority of Payments*" on page 202.

Swap Counterparty means Royal Bank of Canada.

Swap Event of Default means the events described as "*Events of Default*" in the Swap Agreement.

Swap Relevant Entities shall have the meaning given to that term in the Sub-section entitled "*Description of the Swap Documents - Credit Support*" on page 218.

Swap Termination Amount means, in relation to the Swap Agreement, the early termination amount due, if any, (i) by the Issuer to the Swap Counterparty (as the case may be) or (ii) by the Swap Counterparty (as the case may be) to the Issuer pursuant to Section 6(e) of the ISDA Master Agreement in the event of an early termination of the Interest Rate Swap Transactions.

Swap Termination Event has the meaning ascribed to "Termination Event" in the Swap Agreement and include the Swap Additional Termination Events defined in the Swap Agreement.

TARGET Settlement Day means any day on which the Trans European Automated Real Time Gross Settlement Express Transfer (TARGET 2) System is open.

Transaction means the securitisation transaction implemented pursuant to the Transaction Documents.

Transaction Documents means:

(a) the Issuer Regulations;

(b) the Master Definitions and Framework Agreement;

(c) the Servicing Agreement;

(d) the Master Receivables Transfer Agreement;

(e) the Account and Cash Management Agreement;

(f) the Data Protection Agreement;

(g) the Class A Notes Subscription Agreement;

(h) the Class B Notes, Class C Notes and Residual Units Subscription Agreement;

(i) the Paying Agency, Listing and Registrar Agreement;

(j) the Swap Agreement;

(k) the Vehicles Pledge Agreement; and

(l) such other documents designated as such from time to time between the Seller and the Management Company.

Transaction Party means any party to a Transaction Document from time to time, including each of the Management Company, the Custodian, the Issuer Account Bank, the Listing Agent, the Paying Agent, the Registrar, the Seller, the Servicer, the Data Protection Agent, the Class B Notes Subscriber, and the Class C Notes and Residual Units Subscriber.

Transfer Date means the Closing Date and, thereafter, any Monthly Payment Date falling within the Revolving Period on which a Receivable is transferred to the Issuer, as set out in the Transfer Document. Any reference to a Transfer Date relating to a given Reference Period or Cut-Off Date shall be a reference to the Transfer Date falling within the calendar month following such Reference Period or Cut-Off Date.

Transfer Document means any transfer document (*acte de cession de créances*) executed in accordance with the provisions of Articles L. 214-169 *et seq.* and D. 214-227 of the French Monetary and Financial Code, in the form set out in the Master Receivables Transfer Agreement, pursuant to which the Seller transfers to the Issuer Eligible Receivables in accordance with, and subject to, the provisions of the Master Receivables Transfer Agreement.

Transfer Effective Date means, in respect of any Transferred Receivable, the calendar day immediately following the Cut-Off Date relating to the Transfer Date of such Transferred Receivable.

Transfer Offer means an offer by the Seller to transfer Eligible Receivables to the Issuer in accordance with, and subject to, the provisions of the Master Receivables Transfer Agreement.

Transfer Offer Date means:

(a) in respect of the Closing Date, the Business Day immediately following the Signing Date; and

(b) in respect of any further Transfer Date, the Business Day immediately following the Calculation Date immediately preceding such Transfer Date, on which a Transfer Offer is delivered by the Seller to the Management Company on behalf of the Issuer.

Transferred Receivable means any Receivable pertaining to a Series of Receivables which:

(a) has been transferred by the Seller to the Issuer and simultaneously with all the other Receivables pertaining to such Series of Receivables;

(b) remains outstanding; and

(c) is neither a Retransferred Receivable nor an Affected Receivable, nor a Receivable the purchase of which has been rescinded in accordance with, and subject to, the provisions of the Master Receivables Transfer Agreement.

UK Securitisation Regulation means Regulation (EU) 2017/2402 as it forms part of domestic law of the United Kingdom by virtue of the EUWA.

Underwriting and Management Procedures means, in respect of the Seller, the procedures and guidelines, whether written or oral, used by the Seller for the purposes of originating and entering into Lease Agreements in the ordinary course of business, as summarised in the Section entitled "Underwriting, Management and Servicing Procedures", as amended or replaced from time to time (without prejudice to the terms of the Master Receivables Transfer Agreement).

United States, US or **U.S**. means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands).

Unitholder means a holder from time to time of any Residual Unit.

U.S. Person means a "U.S. person" as such term is defined under Regulation S under the Securities Act.

U.S. Risk Retention Rules means the Risk Retention regulations implemented by the United States Securities and Exchange Commission pursuant to Section 15G of the Securities Exchange Act of 1934, as amended.

VAT means 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 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, or imposed elsewhere.

Vehicle means a passenger car (VP or *véhicule particulier*), a light commercial vehicle (VU or *véhicule utilitaire*) or a company vehicle (VS or *véhicule de société*).

Vehicle Sale Receivable means all amounts (excluding VAT and any Excluded Lease Amounts (if any)) resulting from the sale of a Vehicle to any third party following the return of such Vehicle, its repossession or any other circumstances in accordance with the Servicing Procedures and/or the relevant Contractual Documents.

Vehicles Pledge means the pledge without dispossession (*gage sans dépossession*) granted by the Seller over the Vehicles relating to the Transferred Receivables in favour of the Issuer pursuant to the Vehicles Pledge Agreement.

Vehicles Pledge Agreement means the pledge agreement entered into between the Seller, as Pledgor, and the Management Company on the Signing Date, pursuant to which the Seller as pledgor grants a pledge without dispossession (*gage sans dépossession*) in accordance with Articles 2333 *et seq.* of the French Civil Code and Articles L. 521-1 and L. 521-3 of the French Commercial Code over the Vehicles relating to the Series of Receivables assigned to the Issuer on the Closing Date and on any other Transfer Date, in favour of the Issuer.

Volcker Rule means Section 13 of the Bank Holding Company Act of 1956, as amended by Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

ANNEX 2

RATING OF THE RATED NOTES

France Titrisation, in its capacity as Management Company of the Issuer, and ALD Automotive, in its capacity as Seller, have agreed to request DBRS and Moody's, in their capacity as Rating Agencies appearing on the list published by the European Securities and Markets Authority in accordance with Regulation (EC) N° 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, to provide ratings for the Rated Notes and to prepare the rating documents as specified in Article L. 214-170 of the French Monetary and Financial Code.

The ratings assigned by the Rating Agencies to the Rated Notes address the timely payment of interest to the Class A Noteholders and the Class B Noteholders on each Monthly Payment Date and the ultimate payment of principal at the latest on the Legal Maturity Date.

The ratings assigned by the Rating Agencies should not be considered as a recommendation or an invitation to subscribe to, to sell or to purchase any Rated Note. Such ratings may be, at any time, revised, suspended or otherwise withdrawn by the Rating Agencies.

This assessment of the Rating Agencies takes into account the capacity of the Issuer to reimburse in full the principal of the Rated Notes at the latest on the Legal Maturity Date. It also takes into account the nature and characteristics of the Receivables, the regularity and continuity of the cash flows from the transaction, the legal aspects relating to the Rated Notes and the nature and extent of the coverage of the credit risks related to Rated Notes. The rating of the Rated Notes does not involve any assessment of the yield that any Class A Noteholder or any Class B Noteholder, as applicable, may receive.

The preliminary ratings assigned to the Rated Notes, as well as any revision, suspension or withdrawal of such preliminary ratings that the Rating Agencies reserve the right to make subsequently, based on any information that comes to their attention:

(a) are formulated by the Rating Agencies on the basis of information communicated to them and of which the Rating Agencies guarantee neither the accuracy nor the comprehensiveness; thus, the Rating Agencies cannot in any way be held responsible for the said credit ratings, except in the event of deceit or serious error demonstrated on their part; and

(b) do not constitute and, therefore, should not in any way be interpreted as constituting, with respect to any subscribers of Rated Notes, an invitation, recommendation or incentive to perform any operation involving Rated Notes, in particular in this respect, to purchase, hold, keep, pledge or sell the said Rated Notes.

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