DRIVER UK Multi-Compartment S.A.

acting for and on behalf of its Compartment Driver UK twelve

£470.0 Million Asset Backed Securities



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Executive Summary

This new issue report summarises Kroll Bond Rating Agency's (KBRA) analysis of Driver UK Multi-Compartment S.A., acting for and on behalf of its Compartment Driver UK twelve (Driver UK 12, Purchaser or Issuer), a United Kingdom (UK) auto loan receivables ABS transaction. This report is based on information available as of October 2026 and an initial collateral pool as of 30 September 2026. This report does not constitute a recommendation to buy, hold, or sell securities.

Capital Structure						
Class	**Initial Amount (£)**	**Interest Rate**	**Scheduled Revolving Period End Date**	**Legal Final Maturity Date**	**Initial Credit Enhancement (%)[1]**	**KBRA Rating**
A	377,500,000	SONIA+0.70%	April 2027	November 2033	25.7%	AAA (sf)
B	40,000,000	SONIA+1.15%	April 2027	November 2033	17.7%	AA (sf)
Subordinated Loan	52,504,730	7.7336%	April 2027	November 2033	7.2%	NR
Total	470,004,730					

(1) Initial Credit Enhancement displayed consists of subordination, cash collateral and overcollateralisation.

Driver UK 12 represents the latest public securitisation for Volkswagen Financial Services AG's (VWFS) UK subsidiary, Volkswagen Financial Services (UK) Limited (VWFS (UK) or Seller or Servicer), under the Driver securitisation platform. VWFS has been securitising its assets, including hire purchase contract receivables, auto loan receivables and auto lease receivables since 1996 and since 2002 for UK receivables.

Established in 1994, VWFS (UK) provides financial products and services to retail and business customers purchasing Volkswagen and related brand vehicles in the UK. VWFS (UK) is fully authorised and regulated by the Financial Conduct Authority (FCA) in the UK in respect of regulated consumer credit and leasing activities.

VWFS is a captive financial services company, operating in Europe and the UK through its various subsidiaries, shareholdings and joint ventures. As a wholly owned subsidiary of Volkswagen AG (VW Group or VW), it operates and coordinates the financial services activities of the VW Group for European business including the UK (excludes Trucks and Bus divisions and Porsche Financial Services). With total assets of €213.7 billion as at 30 June 2026 (up from €196.0 billion as at June 2025), VWFS reported a consolidated operating profit of €1.0 billion for the first half of 2026 (H1 2025: €1.4 billion) with over 10,000 employees.

Driver UK 12 has issued Class A and Class B notes (together the Notes) and a subordinated loan facility (Subordinated Loan) collateralised by a revolving pool of:

- Personal Contract Purchase Agreements (PCPs) (90.8% of the initial pool balance). PCPs are amortising contracts with an option for the customer to make a final balloon payment at maturity and take ownership of the vehicle or return the vehicle to VWFS (UK) in lieu of the final balloon payment. Should an obligor elect to return the vehicle in lieu of the optional final balloon payment, VWFS (UK) will sell the vehicle and realise a gain or loss if the sales proceeds differ from the optional final balloon payment (Residual Value or RV).
- Hire Purchase Agreements (HPs) (8.6% of the initial pool balance). HPs are fully amortising hire purchase contracts with no balloon payment.
- Lease Purchase Agreements (LPs) (0.6% of the initial pool balance). LPs are fixed instalment agreements with a final balloon payment at maturity.

All products are extended to consumer (approximately 90% of initial pool) and commercial customers located in the UK. The transaction features a six-month revolving period (Revolving Period), which will end on the earlier of (i) the payment date falling in April 2027 and (ii) the date on which an early amortisation event has occurred. During the Revolving Period, VWFS (UK) may sell additional receivables to the Issuer subject to certain eligibility requirements.

Credit enhancement consists of subordination, overcollateralisation, excess spread and an amortising cash collateral account which was funded on the closing date in an amount equal to 1.45% of the aggregate nominal amount of the Notes. During the revolving period, no principal payments are made to the Notes, instead, in the absence of losses on the portfolio, overcollateralisation builds to the target levels through a discounted purchase price on new receivables. Following the end of the revolving period and in the absence of a Credit Enhancement Increase Condition being in effect, the transaction will amortise on a pro-rata basis after target overcollateralisation levels have been met. If the Credit Enhancement Increase Condition is in effect, the transaction will amortise sequentially. The Notes are floating rate obligations that accrue interest

based on compounded daily SONIA plus a margin. To mitigate the risk between the fixed rate cashflows and the floating rate notes, the Issuer has entered into interest rate swaps, which are paid for through the monthly priority of payments.

The purchase price for the receivables transferred to the Issuer at closing and during the revolving period is calculated based on the net present value of the monthly payments and Residual Value of the receivables. The discount rate used to determine the net present value is 8.192%. As of the initial cut-off date 30 Septmber 2026, the aggregate discounted balance of the receivables is £500.0 million, comprising 20,476 individual contracts. Approximately 90.8% of the initial portfolio comprises PCP contracts, including an optional return of the vehicle and discounted aggregate optional final payment amount of £275.1 million (55.0% of initial portfolio), 8.6% of the portfolio consists of HP contracts and 0.6% consists of LP contracts. The weighted average original term of the initial portfolio is 47.1 months with a weighted average remaining term of 41.3 months. New vehicles comprise 53.1% of the aggregate discounted balance and 91.6% relates to loans to private individuals.

The key transaction parties for this transaction are listed below:

Transaction Parties	
Issuer	Driver UK Multi Compartment S.A., acting for and on behalf of its Compartment Driver UK twelve, Luxembourg
Seller, Servicer, Subordinated Lender	Volkswagen Financial Services (UK) Limited
Cash Collateral Account Bank / Distribution Account Bank / Accumulation Account Bank / Counterparty Downgrade Collateral Account Bank / Cash Administrator / Paying Agent and Interest Determination Agent	Deutsche Bank AG, London Branch
Swap Counterparty	Royal Bank of Canada
Corporate Services Provider	Circumference FS (Luxembourg) S.A.
Security Trustee	CSC Trustees GmbH
Registrar	Deutsche Bank Luxembourg S.A.
Arranger	BNP Paribas

Key Credit Considerations	**+/-**
Experienced Originator/Servicer VWFS (UK) is the captive UK subsidiary of VWFS, which in turn is a subsidiary of the VW Group, and primarily supports VW customers through the provision of financing options to acquire Volkswagen and related brand vehicles. With over 1,000 employees, VWFS (UK) operates from a centralised business centre and primarily originates through an approved franchised dealer network using established credit application and control processes. VWFS operates and coordinates the financial services activities of its parent, VW Group, for European business including the UK (excludes Trucks and Bus divisions and Porsche Financial Services). As at 30 June 2026, VWFS reported total assets of €213.7 billion, up from €196.0 billion as at 30 June 2025, while its equity ratio decreased to 15.6% from 16.4%. For the first half of 2026, VWFS generated a consolidated operating profit of €1.0 billion, down from €1.4 billion for the first half of 2025, primarily reflecting lower net income from leasing transactions amid increased residual value risks. The VW Group is one of the largest auto manufacturers in the world, with global revenues of €158.1 billion for the first half of 2026 (€158.4 billion for the first half of 2025) and an operating profit of €5.9 billion, down from €6.7 billion for the first half of 2025. The decrease in operating profit primarily reflected approximately €0.5 billion of expenses related to the adjustment to the Group's production strategy in the US, as well as negative product mix effects, partially offset by lower restructuring costs, favourable exchange rate effects and lower fixed costs.	+

Transaction Structure The transaction benefits from credit enhancement levels that are sufficient to withstand KBRA's rating stresses. Credit enhancement to the Class A and Class B Notes is comprised of subordination of more junior note classes, overcollateralisation, excess spread, and reserves, as follows: Overcollateralisation: Initial overcollateralisation is 6.0% of the aggregate discounted balance of the initial collateral pool. Targeted Overcollateralisation Amount: Following the end of the Revolving Period and in accordance with the priority of payments, each class of notes will receive principal until their respective target overcollateralisation amounts have been reached (see the Transaction Structure section for the Notes target overcollateralisation levels). Target overcollateralisation includes subordination but excludes reserves. If a Credit Enhancement Increase Condition is in effect, the structure will revert to sequential payment priority where the Class A Notes receive principal until paid in full, followed by the Class B Notes. Additionally, following a Credit Enhancement Increase Condition being in effect, interest on the Subordinated Loan will not be paid until the Notes have been repaid in full. Subordination: Subordination is 18.5% and 10.5% for the Class A Notes and Class B Notes respectively. Excess Spread: The discount rate (the purchase price paid for the receivables by the Issuer to the Seller is calculated by discounting each future total instalment plus Residual Value) has been calculated to target close to zero percent excess spread rate on the transaction. Notwithstanding this, following a Credit Enhancement Increase Condition being in effect, the payment of interest and principal of the Notes will be senior to the payment of interest on the Subordinated Loan which will provide excess spread that would be available to support the Notes. Cash Collateral Account: An amortising cash collateral account of £6.1 million was funded at closing, initially sized at 1.45% of the aggregate nominal amount of the Notes (refer to Transaction Structure). The reserve account is available to cover senior fees and expenses and interest due on the Notes or to pay principal on the Notes on the final legal maturity date. The reserve will be replenished to the extent there are available cashflows following payment of interest on the Class B notes in subsequent periods. Releases from the cash collateral account because of a reduced cash collateral requirement will be paid to the subordinated lender in the absence of a Credit Enhancement Increase Condition being in effect.	+
Pro Rata Amortisation of Notes Subject to Triggers Following the end of the Revolving Period, prior to the occurrence of a Credit Enhancement Increase Condition being in effect and after the target overcollateralisation levels have been reached, the Notes and the Subordinated Loan will amortise on a pro-rata basis. The occurrence of a Credit Enhancement Increase Condition will cause the amortisation of the Notes and Subordinated Loan to change from a pro-rata to a sequential pay structure. Credit Enhancement Increase Conditions are listed below: ▪ The aggregate cumulative net loss amount as a percent of the initial reference portfolio is greater than 0.8% between months one to five, greater than 1.8% between months six to eleven, and greater than 4.0% from month twelve onward. ▪ The dynamic net loss ratio for three consecutive months exceeds 0.30% if the weighted average seasoning of the receivables is less than or equal to 12 months, 0.75%, between month 12 and month 22 or 2.00% between month 22 and month 34. If the weighted average seasoning is greater than 34 months, the dynamic net loss ratio shall not apply. ▪ The late delinquency ratio exceeds 1.3% on or before October 2027 As the contracts amortise, Residual Value will represent a greater percentage of the aggregate discounted pool balance. Hence, the proportional exposure to Residual Value losses for the Notes	-/+

increases, the longer the Credit Enhancement Increase Condition trigger is not in effect and the Notes continue to amortise on a pro rata basis. KBRA considered the maximum potential residual value in proportion to available credit enhancement exposure in its analysis.	
Revolving Period During the transaction's maximum six-month Revolving Period, cash received from available principal collections may be reinvested to purchase additional assets in the absence of an early amortisation event. Additional assets are acquired by the Issuer applying a replenished receivables overcollateralisation percentage of 3.364%. The existence of a Revolving Period adds uncertainty to the portfolio composition and could allow the collateral pool to become more concentrated or drift to lower credit quality receivables. To mitigate the uncertainty brought upon by the Revolving Period, the transaction includes eligibility criteria which need to be complied with for additional assets to be included. Eligibility criteria account for underlying terms and conditions of the assets including tenor restrictions and alongside certain concentration criteria in relation to the overall portfolio. Early amortisation events, if triggered, will lead to the end of the Revolving Period. These events include triggers on the ongoing performance of the collateral as well as a trigger if the overcollateralisation ratio on the Class A Notes falls below a certain level. Please refer to Early Amortisation Events for more information. The concentration criteria are relatively (compared to other revolving ABS transactions) limited. KBRA has considered the limited criteria in its analysis.	**-/+**
Residual Value under PCP Contracts PCP contracts represent 90.8% of the initial pool balance. A customer can satisfy its obligations under a PCP contract by returning a financed vehicle to VWFS (UK) in lieu of the final payment. This creates the potential for residual value risk within the subject transaction as the servicer will (if the vehicles are turned back) sell the returned vehicles and the proceeds from the sale of the financed vehicle may be less than the amount outstanding under the agreement. The initial portfolio contains 55.0% exposure to Residual Value. The residual value risk on vehicles is therefore dependent on VWFS (UK)'s ability to accurately forecast future car values and the state of the used car market. Despite low historically observed turn-in rates, turn-in rates are expected to increase if used vehicle prices decline as obligors would be financially motivated to return the vehicle rather than make the balloon repayment at a higher market price. KBRA considered this dynamic in its rating analysis for each of the Notes. KBRA further considered: ▪ the historic realisations against original VWFS (UK)'s assessments. ▪ the changes in the used car market price indices in the UK since 2006. ▪ the concentration profile of the RV risk in the transaction where a significant portion (57.0%) of PCP contract maturities occur within a six-month horizon based on the initial pool cut. ▪ the potential increase in the proportion of RV relative to credit enhancement levels given the pro-rata amortisation feature in the transaction. ▪ the concentration profile of manufacturer and model in the subject transaction. VWFS (UK) is obliged under a redelivery repurchase agreement to make whole the amount of RV exposure when it crystallises. KBRA has not factored in this obligation in its analysis of the transaction.	**-**
The Ability for Voluntary Terminations In addition to residual value exposure arising from PCP contracts, in accordance with the 1974 Consumer Credit Act, all consumers have the right to end a car finance agreement through voluntary termination (VT) once 50% of the total amount payable over the entire course of the agreement (including interest, fees and final balloon payment) has been paid. If a customer elects to voluntarily terminate the contract, the servicer will sell the associated vehicle and use the proceeds to prepay the loan amount. Commercial borrowers (8.4% of the initial pool) do not have the option to VT their contracts. If net proceeds are less than the loan amount, the	**-**

transaction will record this shortfall as a net loss. Please refer to the Historical Performance section for historical VT levels. KBRA has stressed the expected VT and losses arising from these VTs as part of its rating analysis.	
Historical Performance VWFS (UK) has a long history in auto loan origination and servicing and provided over 20 years of historical data including cumulative gross losses (defaults and voluntary terminations), recoveries and residual value realisations. KBRA notes that given the tenor of the performance data provided, it does include various periods of credit stress in the UK economy. VWFS (UK) has experienced low levels of defaults and voluntary terminations (albeit certain periods did exhibit some stress) throughout the period observed. Furthermore, the turn-in rates for PCP agreements have been low and losses from the optional final payment in PCP agreements have been minimal. Please refer to the Historical Performance section for further details.	+
Used Car Market The market for used vehicles experienced significant price inflation post-Covid due to high demand and limited supply initially caused by production delays following COVID-19. As supply constraints have eased, used vehicle prices have declined from their post-pandemic highs and continued to soften in 2026, albeit at a slower pace. Ongoing changes in global trade dynamics have the potential to intensify downward pressure on vehicle values. This creates the potential for lower recovery rates and higher net losses on defaulted collateral, returned vehicles from PCP loans or VTs if used car prices continue to decline. Used car prices for battery electric vehicles (BEVs) have seen a significant correction from post-Covid highs in the UK. However, this risk is partially mitigated by the initial pool mostly consisting of internal combustion engine vehicles (75.9%); BEVs constitute 16.2% of the initial pool. According to the company, VWFS (UK) considers current and future market conditions when setting residual values. KBRA considered the potential impact of vehicles originated during the inflated used vehicle market post-Covid and specifics of the loan products when formulating its base case cumulative gross default, recovery and residual value assumptions.	-/+
Commingling Risk Commingling risk is present as VWFS (UK), in its capacity as servicer, collects the ongoing payments associated with the portfolio into VWFS (UK) accounts and is required to remit the collections to the Issuer on a monthly basis. As such, the Issuer is exposed to non-payment by VWFS (UK), prior to a redirection of cashflows to the Issuer's account. This risk is partially mitigated by the requirement for VWFS (UK) to advance funds to the Issuer covering a calculated amount of expected receipts for the next month if among other conditions, VW Group or VWFS ceases to have an investment grade rating (as defined).	-/+
Back-up Servicer Arrangements Following a servicer replacement event, the Issuer or the Security Trustee may terminate the appointment of the Servicer, whose termination would become effective following the appointment of a replacement servicer. Servicer replacement events include failure to pay (within certain grace periods), failure to materially perform (within certain grace periods), incorrectness of a material representation or warranty (which is not remedied) or an insolvency event. No back-up servicer is appointed at closing and the Issuer is required to use all reasonable endeavours to search for and appoint a replacement servicer. A servicing disruption event could have a negative impact on the performance of the transaction. KBRA considered the credit quality of the Servicer, structural mitigants within the transaction as well as the relatively standardised nature of the underlying collateral and the current availability of replacement service providers within the UK.	-

Legal Title Over Sale Proceeds The Issuer does not have any rights in or over the vehicles that are financed by the financing contracts, it only has rights in connection with the sale proceeds of those vehicles. Accordingly, in the event of any insolvency of VWFS (UK), the Issuer is reliant on any administrator or liquidator of VWFS taking appropriate steps to sell such vehicles or assist the then servicer in selling such vehicles. The servicing agreement includes a provision providing that the Issuer will pay, in accordance with the order of priority, any administrator or liquidator's costs and expenses in selling such vehicles and an administrator recovery incentive fee. KBRA has considered a stressed incentive fee as part of its rating analysis.	-
Underwriting and Borrower Verification VWFS (UK) uses established purchase guidelines and controls in their underwriting process. Before an application is accepted, VWFS undertakes a creditworthiness and affordability assessment for all applicants. Retail applications are assessed against a bespoke scoring model and internal policy rules; if the results of the scoring are above a prescribed level and all rules are satisfied the application will approve automatically (typically circa 69% of applications are approved automatically). External credit reference agency data is passed through bespoke scorecards covering both consumer and commercial applications, to generate a bespoke score. This score is converted into a Risk Band (A-D and Z) for every application. The scorecards have been developed using advanced analytical techniques and based on historical data sets. The identity of every applicant is verified at the point of application. Approximately 90% are authenticated electronically using credit reference agency data, otherwise applicants are verified using proof of address and photo identification. Please refer to the Underwriting Process section for further information.	+
Interest Rate Risk The underlying receivables are all fixed throughout the contracts whereas the Notes pay interest on a floating rate basis. To mitigate this risk, the Issuer has entered into interest rate swaps with the swap counterparty where the fixed payments made to the swap counterparty are paid through the transaction waterfall and floating rate payments made by the swap counterparty are used to make payments on the Notes. The hedges are balance guaranteed swaps where the notional amount is equal to the outstanding principal balance of the notes. KBRA has considered the impact of the hedging in its analysis as well as the characteristics of the swap counterparty, the latter of which is in accordance with KBRA's Global Structured Finance Counterparty Methodology.	-/+
Granular Portfolio, Regional Diversity The initial portfolio is highly granular with 20,476 individual contracts, the largest single obligor exposure is 0.1% and the top 10 obligor exposures less than 0.6%. Used vehicles represent 46.9% of the initial portfolio. The eligibility criteria limits contracts representing used vehicles to a maximum of 60% of the portfolio. The initial portfolio is also geographically diverse within the UK with the highest geographical concentrations being South-East England (15.2%), Scotland (12.8%), and North-West England (12.5%). KBRA considered the granularity of the composition of the initial portfolio and the limited number of contracts scheduled to mature within the maximum length of the revolving period in its analysis. Please refer to the Collateral Analysis for specific detail on the initial portfolio composition.	+
Manufacturer Concentration, Brand Diversity The transaction has significant manufacturer concentration. Vehicles manufactured by the VW Group constitute 94.7% of the initial portfolio.	-/+

However, KBRA believes the portfolio is comprised of brands that have demonstrated an ability to retain value. Additionally, the portfolio is somewhat diversified by vehicle brands, with Audi (32.9%), Volkswagen (29.1%) and Porsche (12.7%) comprising the top vehicle brands under the portfolio. Furthermore, the top 3 models Audi A3 (5.8%), Volkswagen Golf (5.6%), and Volkswagen Tiguan (4.7%) represent a relatively small portion of the overall portfolio. Please refer to the Collateral Analysis for specific detail on the initial portfolio composition.	
Regulatory Environment VWFS (UK) operates under the FCA's consumer protection framework, including the Consumer Duty, which became effective for on-sale products such as PCP agreements on 31 July 2023. Following the UK Supreme Court's August 2025 ruling on motor finance commission arrangements, the FCA published final rules for an industry-wide motor finance consumer redress scheme on 30 March 2026. The scheme applies to regulated motor finance agreements entered into between 6 April 2007 and 1 November 2024 and covers certain inadequately disclosed commission arrangements. The scheme covers agreements involving one or more of the following relevant arrangements: ▪ Discretionary commission arrangement, which was prohibited by the FCA in January 2021; ▪ High commission arrangement, where commission represented at least 39% of the total cost of credit and 10% of the amount financed; or ▪ Tied arrangement, where the broker was required to introduce customers exclusively to one lender or the lender had a right of first refusal or equivalent right. VWFS (UK) is one of the parties challenging the FCA's redress scheme before the Upper Tribunal. Certain requirements relating to customer communications, redress calculations and payments, and reporting have been suspended pending the outcome of the proceedings. A hearing is expected between December 2026 and February 2027, with the outcome of the challenge not expected until 2027. The direct impact of the redress scheme on the transaction is expected to be limited. The scheme does not affect the enforceability of the underlying receivables, while the transaction benefits from structural protections including representations and warranties and related repurchase obligations. VWFS (UK) may nonetheless face redress and implementation costs at the corporate level, while the implementation of the scheme could create additional operational demands on the Servicer.	**+/-**

Transaction Summary

The table below shows the characteristics of the initial collateral pool of this transaction as at 30 September 2026 compared to the Driver UK Multi Compartment S.A., acting for and on behalf of its Compartment Driver UK eleven transaction (Driver UK 11), Compartment Driver UK ten transaction (Driver UK 10) and Compartment Driver UK nine transaction (Driver UK 9).

Deal Name	Driver UK 12	Driver UK 11	Driver UK 10	Driver UK 9
Closing Date	26 October 2026	25 March 2026	27 October 2025	25 October 2024
Originator	VWFS (UK)	VWFS (UK)	VWFS (UK)	VWFS (UK)
Collateral Stratification				
Discounted Balance	£500,005,032	£500,007,529	£750,002,210	£500,009,477
o/w Receivable Payments	£224,870,731	£233,212,519	£339,209,762	£217,146,236
o/w LP Balloon Payment	£1,616,042	£1,650,995	£1,368,947	£2,170,817
o/w Optional Final Payment	£275,134,301	£266,795,010	£410,792,448	£282,863,241
Number of Receivables	20,476	20,286	32,470	22,799
Avg Original Amount Financed	£25,643	£25,141	£23,536	£23,203
Wtd Avg Interest Rate	9.1%	9.3%	9.5%	9.3%
Wtd Avg Original Term (months)	47.1	47.2	47.2	47.4
Wtd Avg Seasoning (months)	5.9	6.8	6.9	9.0
Wtd Avg Remaining Term (months)	41.3	40.5	40.4	38.6
% New Vehicles	53.1%	51.6%	50.3%	49.4%
Product Type				
PCP	90.8%	91.2%	93.5%	92.4%
Hire Purchase	8.6%	8.2%	6.2%	7.0%
Lease Purchase	0.6%	0.6%	0.3%	0.6%
Fuel Type				
Petrol	66.5%	66.1%	72.0%	74.3%
Diesel	9.5%	11.2%	11.3%	14.6%
Battery Electric	16.2%	15.0%	10.7%	7.0%
Hybrid	7.9%	7.7%	6.0%	4.1%
Top Geographic Concentration				
Region 1	South East: 15.2%	South East: 14.8%	Scotland: 16.4%	Scotland: 15.8%
Region 2	Scotland: 12.8%	Scotland: 14.7%	South East: 14.7%	South East: 14.6%
Region 3	North West: 12.5%	North West: 13.3%	North West: 13.1%	North West: 12.4%
Top Vehicle Brands				
Brand 1	Audi: 32.9%	Audi: 32.5%	Audi: 33.5%	Audi: 33.7%
Brand 2	Volkswagen: 29.1%	Volkswagen: 27.8%	Volkswagen: 29.4%	Volkswagen: 29.8%
Brand 3	Porsche: 12.7%	Porsche: 11.5%	Skoda: 10.9%	Porsche: 9.9%
Top Vehicle Models				
Model 1	Audi A3: 5.8%	Audi A3: 5.7%	Audi A3: 6.0%	Volkswagen T-ROC: 5.9%
Model 2	Volkswagen Golf: 5.6%	Volkswagen T-ROC: 5.0%	Volkswagen T-ROC: 5.5%	Audi A3: 5.8%
Model 3	Volkswagen Tiguan: 4.7%	Volkswagen Golf: 4.9%	Volkswagen Polo: 5.3%	Volkswagen Tiguan: 5.5%
Note Balance				
Class A	£377,500,000	£376,000,000	£551,200,000	£358,800,000
Class B	£40,000,000	£44,000,000	£71,200,000	£51,500,000
Subordinated Loan	£52,504,730	£50,007,077	£82,500,243	£59,701,132
Gross Excess Spread				
Effective Interest Rate	8.2%	6.7%	6.9%	6.9%
Interest Cost	5.3%	3.9%	4.3%	4.4%

Deal Name	Driver UK 12	Driver UK 11	Driver UK 10	Driver UK 9
Servicing & Admin Fees*	1.0%	1.0%	1.0%	1.0%
Interest Compensation	1.5%	1.5%	1.3%	1.2%
Total Gross Excess Spread	0.4%	0.3%	0.3%	0.3%
Total Initial Credit Enhancement**				
Class A	25.7%	26.0%	27.7%	29.4%
Class B	17.7%	17.2%	18.2%	19.1%
Subordinated Loan	7.2%	7.2%	7.2%	7.2%
Target Overcollateralisation (until a Credit Enhancement Increase Condition is in effect)***				
During Revolving Period: Class A	30.1%	31.1%	31.1%	31.1%
After Revolving Period: Class A	32.1%	33.1%	33.1%	33.1%
During Revolving Period: Class B	19.3%	20.3%	20.3%	20.3%
After Revolving Period: Class B	21.3%	22.3%	22.3%	22.3%

* Does not include other fees.
** Credit Enhancement displayed consists of subordination, cash collateral and overcollateralisation
***Target Overcollateralisation consists of subordination and overcollateralisation.

Key Changes from Driver UK 11

This section summarises the corporate and structural changes since Driver UK 11 which closed on 25 March 2026.

Structural Changes

Initial Credit Enhancement

Below is a comparison of the initial credit enhancement levels to Driver UK 11.

	Driver UK 11	Driver UK 12
Total Initial Credit Enhancement*		
Class A	26.0%	25.7%
Class B	17.2%	17.7%
Subordinated Loan	7.2%	7.2%

* Credit Enhancement displayed consists of subordination, cash collateral and overcollateralisation.

Initial credit enhancement from subordination is 30 bps lower for the Class A Notes and 50 bps higher for the Class B Notes in Driver UK 12 compared with Driver UK 11.

Target Overcollateralisation Percentages

Below is a comparison of the Class A and Class B target overcollateralisation percentages to Driver UK 11.

	Driver UK 11	Driver UK 12
Class A – During Revolving Period	31.1%	30.1%
Class A – After Revolving Period	33.1%	32.1%
Class B – During Revolving Period	20.3%	19.3%
Class B – After Revolving Period	22.3%	21.3%

Target overcollateralisation is 100 bps lower in Driver UK 12 than in Driver UK 11 for both classes during both the revolving and amortisation periods. Assuming the targets are met and the transaction amortises pro rata, the lower target overcollateralisation would leave less credit enhancement available to absorb tail stresses.

Early Amortisation Event

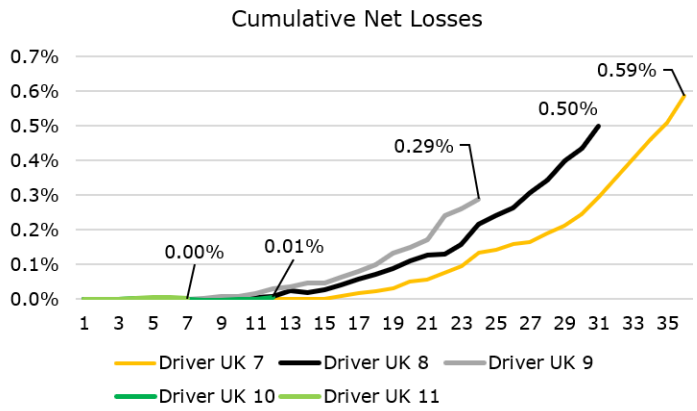
In Driver UK 11, an early amortisation event could be triggered during the revolving period, beginning three months after closing, if the Class A actual overcollateralisation percentage fell below 24.55%. In Driver UK 12, this trigger level was lowered to 24.25%. The adjustment primarily reflects the change in the Class A Notes total initial credit enhancement.

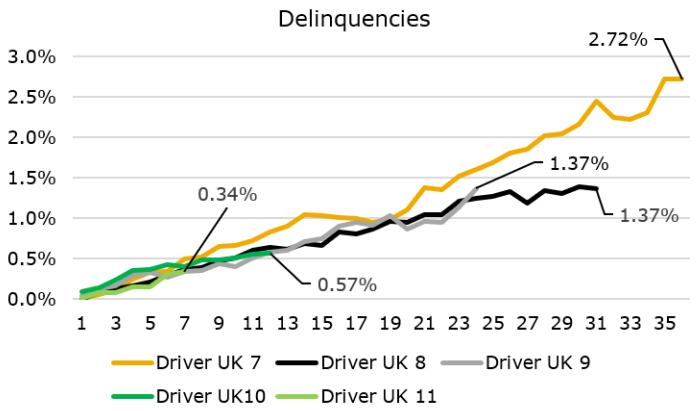
Performance of Prior Securitisations rated by KBRA

The tables and charts below show the performance of prior driver UK deals rated by KBRA. Driver UK 7 has been in amortisation since April 2024, Driver UK 8 since October 2024, Driver UK 9 since April 2025, Driver UK 10 since April 2026 and Driver UK 11 since October 2026. The cumulative net loss (CNL) and the delinquency performance data in the table and charts below are based on data as of the September 2026 servicer reports.

Deal	Months Seasoned	Pool Factor	Delinquency Rate	KBRA's Base Case CNL	Current CNL	Closing Date	Last Review Date
Driver UK 7	35	24.7%	2.7%	0.9%	0.6%	25 Oct 2023	20 Feb 2026
Driver UK 8	24	33.0%	1.4%	0.9%	0.5%	25 Mar 2024	20 Feb 2026
Driver UK 9	23	51.4%	1.4%	0.9%	0.3%	25 Oct 2024	20 Feb 2026
Driver UK 10	11	85.9%	0.6%	0.9%	0.0%	27 Oct 2025	20 Feb 2026
Driver UK 11	6	98.2%	0.3%	0.9%	0.0%	25 Mar 2026	25 Mar 2026

For further detail please refer to Driver UK Multi-Compartment S.A. - Comprehensive Surveillance Report.





KBRA Process

KBRA analysed the transaction using the Auto Loan ABS Global Rating Methodology as well as its General Global Rating Methodology for Asset Backed Securities owing to features associated with the PCP contract collateral, including residual value risk. KBRA also utilised its Global Structured Finance Counterparty Methodology. In applying the methodology, KBRA analysed VWFS (UK)'s historical performance data segmented by credit characteristics including product type, the underlying collateral pool, market price information on the performance of used cars and the capital structure using stressed cash flow assumptions. KBRA considered its operational review of VWFS (UK), as well as periodic update calls with the company.

Originator and Servicer Review

The information in this section is based on materials provided by VWFS (UK) and/or public sources.

VWFS:

Headquartered in Germany, VWFS operates and coordinates the financial services activities of its parent, VW Group, in Europe (excludes Trucks and Bus divisions and Porsche Financial Services). As at 30 June 2026, VWFS reported total assets of €213.7 billion, up from €196.0 billion as at 30 June 2025, while its equity ratio decreased to 15.6% from 16.4%. For the first half of 2026, VWFS generated a consolidated operating profit of €1.0 billion, down from €1.4 billion for the first half of 2025, primarily reflecting lower net income from leasing transactions amid increased residual value risks.

VWFS offers a range of products and services, comprising customer financing, leasing, insurance and other services in the perspective of operational leasing and fleet management. VWFS's client portfolio broadly comprises of granular non-commercial customers. VWFS is a wholly owned subsidiary of Volkswagen AG.

VWFS (UK):

Established in 1994, VWFS (UK) provides financial products and services to retail and business customers purchasing Volkswagen and related brand vehicles in the UK. VWFS (UK) is fully authorised and regulated by the Financial Conduct Authority (FCA) in the UK in respect of regulated consumer credit and leasing activities. VWFS UK is a wholly owned indirect subsidiary of VWFS, operating in the United Kingdom.

Funding and Liquidity

VWFS (UK)'s funding strategy relies on three key channels. Securitisation has been the primary source of funding over the last few years at close to half of their total funding. However, the reliance on securitisation has trended downwards from 2019 to date, dropping from 54.9% in 2019 to 45.1% in 2024. The second major source of funding for VWFS (UK) is through loans taken from group companies, primarily VWFS, which coordinates the overall bank/funding lines and facilities from its relationship lenders and distributes accordingly to its subsidiaries which itself has a relatively diverse funding base.

Products & Services

VWFS (UK)'s primary business is to support the sale of Volkswagen AG and related brand vehicles by providing a range of financial products to dealers' retail and business customers to purchase new and used vehicles.

VWFS (UK)'s retail programs included in Driver UK 12 are offered to both retail and commercial customers and summarised in the table below:

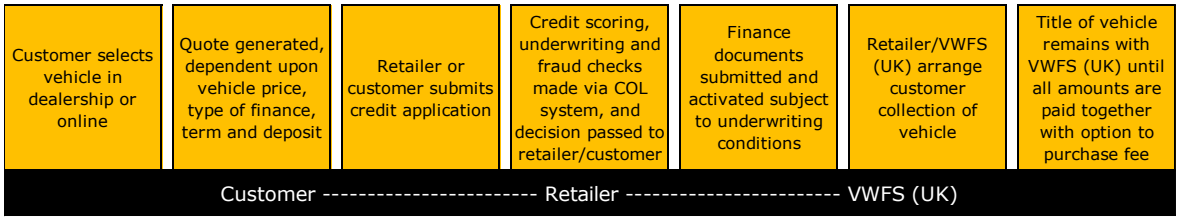
Product	PCP	Hire Purchase	Lease Purchase
Contract Type	▪ Amortising balloon contracts with an optional return of the vehicle at maturity in lieu of repayment	▪ Fully amortising hire purchase contract	▪ Amortising loan contract with a final balloon payment
Typical Contract Term	▪ Minimum 12 months plus balloon payment ▪ Maximum 49 months plus balloon payment	▪ Minimum 12 months ▪ Maximum 60 months	▪ Minimum 12 months plus balloon payment ▪ Maximum 49 months plus balloon payment

The obligor pays a contractually specified monthly instalment at a stipulated payment date, with the number of payments corresponding with the number of months covered by the financing period. In the case of personal contract purchase agreements, a larger final instalment is due at the end of the contract term. Under personal contract purchase agreements, the obligor has the right to return the vehicle at the contract maturity without payment of the balloon payment, provided that if the vehicle has completed greater than the specified number of miles, excess mileage charges are due from the obligor.

VWFS requests each obligor to accept a procedure by which the monthly instalments shall be debited directly from the obligor's bank account. Over 99% of obligors in the initial pool pay by direct debit.

Underwriting Process

The process from underwriting to vehicle disbursement is depicted below:



VWFS (UK) uses established purchase guidelines and control processes in their underwriting process. A creditworthiness and affordability assessment is conducted for all applicants.

Before an application is accepted, VWFS (UK) reviews the credit standing of the obligor. Consumer applications are assessed against a bespoke scoring model and internal policy rules; if the results of the scoring are above a prescribed level and all rules are satisfied, the application will be automatically approved (approximately 69% of applications are approved automatically). External credit reference agency data is passed through bespoke scorecards covering both consumer and commercial applications, to generate a bespoke score. This score is converted into a Risk Band (A-D and Z) for every application. The scorecards have been developed using advanced analytical techniques and based on historical data sets.

Know Your Customer
The identity of every applicant is verified at the point of application. Approximately 90% are authenticated electronically using credit reference agency data, otherwise applicants are verified using proof of address and photo identification.

Collections

VWFS (UK) receives regular direct debit payments from obligors on the due date specified in the underlying contract. If a payment is not received by VWFS (UK), typically VWFS (UK) will automatically re-present the direct debit application request. If payment fails for a second time, VWFS (UK) will contact the obligor by multiple contact channels such as telephone, letter, SMS and e-mail. All contracts in arrears are managed by a risk-based automated collections system.

The aim is to identify, wherever possible, workable arrangements and to allow the customer reasonable time and opportunity to repay amounts where required.

Collections and recoveries advisors have the authority to enable them to work effectively with the customer and have access to a higher authority referral process for accounts that fall outside of their mandate. The stated strategy is to understand the customer's financial circumstances, why the customer is experiencing financial difficulties and work with the customer to tailor a payment plan according to their financial circumstances. VWFS (UK) will only proceed to debt collection, litigation or repossession action after attempting to agree an acceptable payment plan with the customer.

Where it is not possible to rectify the arrears that have arisen under a contract, VWFS (UK)'s collections department follows a collections process. Once all appropriate reminder notices have been issued (e.g. a default notice is served in respect of a regulated contract) and expired, a termination notice is issued. Once the financing contract has been terminated, VWFS secures the legal return of the vehicle as quickly as possible using the most appropriate methods through repossession agents or if the obligor has paid one-third or more of the total amount payable under the relevant regulated contract, VWFS (UK) will first attempt to obtain a voluntary surrender of the asset and if this is not possible a return of goods action via VWFS (UK)'s panel of law firms.

VWFS (UK) has a panel of specialist debt recovery firms who advise on the appropriate actions to take both before and leading to/during legal proceedings. Procedures differ dependent upon the geographic location of the agreement holder i.e. whether the customer is situated within the legal jurisdictions of England and Wales, Scotland or Northern Ireland.

Upon termination of a financing contract, the obligor is required to pay the full balance or the financing contract is transferred to one of VWFS (UK)'s contracted repossession agencies to make contact with the obligor.

Residual Value Management

The VWFS (UK) RV setting process is analytically driven, relying on data to inform decision making. For all vehicle types, the RV setting process commences with consideration of the current market value position of a vehicle within the product range using VWFS (UK)'s and VW Group's experience of the remarketing performance.

Life-cycle calculation and new model premiums adjust the current value to provide a forecast RV. RV valuations are monitored on an ongoing basis using a basket of key vehicles covering all VW model ranges and including CAP (a leading valuation agent in the UK) trade and forecast valuations (black and gold book, which are common industry adopted indexes for both existing and future value on used vehicles).

Newly proposed RV positions are compared to CAP gold book forecasts and the previously ratified RV as well as CAP black book market values for preceding model year variants.

Various areas of portfolio and market performance are monitored on an ongoing basis. Focus areas for VWFS (UK) management are:

- The return rates and forecast equity of vehicles on PCP agreements
- Remarketing performance is reviewed daily and processes are adjusted based on current demand and incoming supply
- The volume of VTs in the portfolio
- BEV used market values are on quarterly reviews cycles.

Residual Value Realisation

At the end of the PCP contract, the customer has three options:

Renew – trade the vehicle in with a dealer and purchase a new vehicle;
Retain – pay or refinance the optional final payment and keep the vehicle;
Return – return the vehicle to VWFS (UK) and walk away with no further obligations, subject to excess mileage and fair wear and tear charges.

If the customer decides to return the vehicle, VWFS (UK) (and hence the subject transaction) is exposed to residual value risk, i.e. that the disposal proceeds from the sale of the vehicle are less than the optional final payment (OFP).

VWFS (UK)'s strategy is to ensure that PCP offering product generally aims to have low return rates. When determining the optional final payment in a contract, VWFS (UK) typically set the amount at a minimum of 5.0% below their RV estimate. This creates a potential equity cushion to support sustainable trade cycles, i.e. incentivising the customer to trade the vehicle and enter into a new PCP contract at maturity using positive equity in the financed vehicle as a deposit and prolong the commercial relationship with VWFS (UK).

The return rate has also been influenced by a buoyant used car market in the UK and return rates have averaged 2.0% since 2016, peaking at 11.6% in April 2020 due to Covid-19 but have averaged less than 2.0% in the past year.

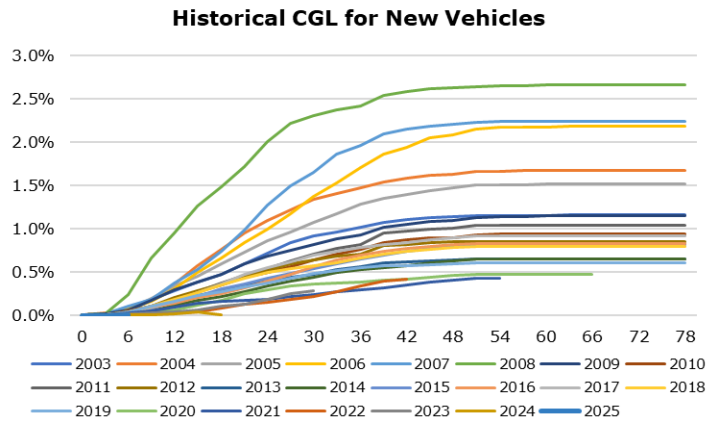
If the vehicle is returned, VWFS (UK) will endeavour to achieve the optimal sales price on the vehicle. VWFS (UK) has a large active buyer base and multiple online and auction suppliers to handle the diverse product mix and variable volumes of returned vehicles.

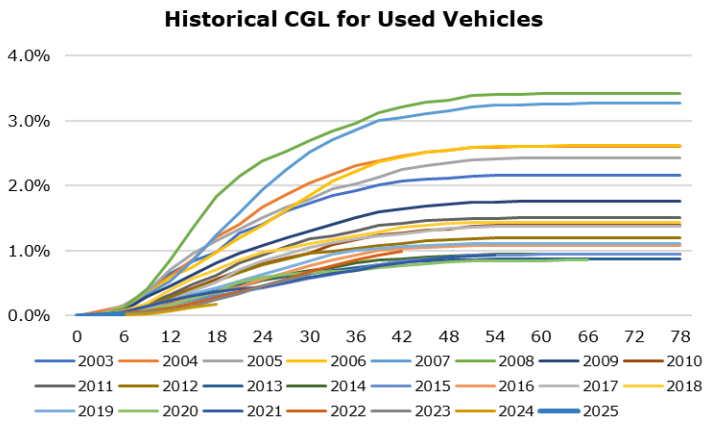
Historical Performance

KBRA analysed VWFS (UK)'s historical PCP, HP and LP static pool data by vehicle type (new & used) since 2003. Using this historical performance, KBRA developed base case cumulative gross loss, recovery, and voluntary termination driven loss assumptions.

VWFS (UK) has historically experienced low levels of defaults with cumulative annual default rates peaking at 2.7% for new vehicles and 3.4% for used vehicles, both of which occurrences were observed in 2008. Used vehicles comprise 46.9% of the initial portfolio as of the cutoff date. However, concentration limits within the eligibility criteria permit used vehicles to increase to up to 60% of the portfolio during the Revolving Period.

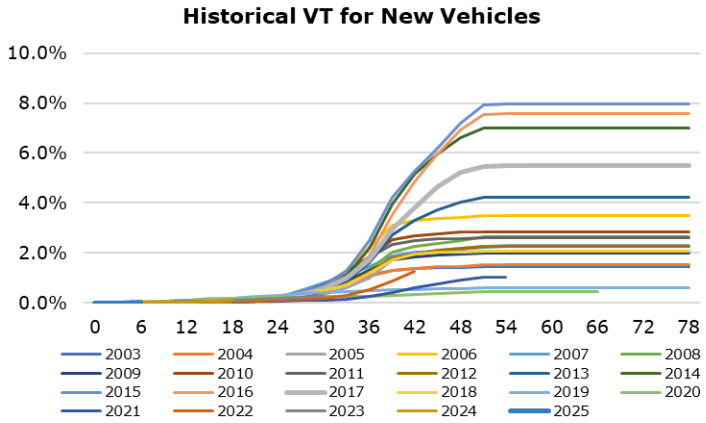
Cumulative Gross Loss (CGL) Curves from Defaults by Vehicle Type and Yearly Vintage.

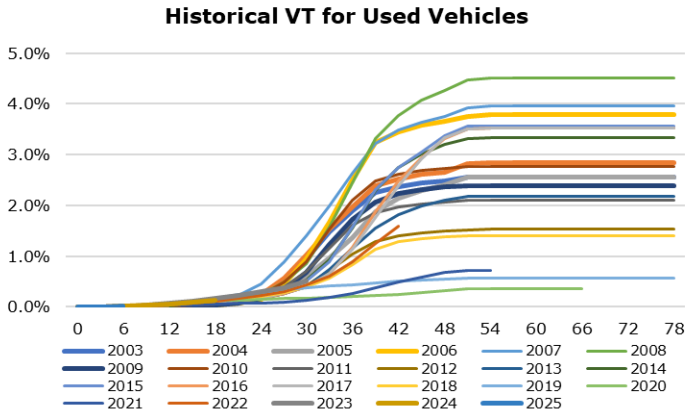




VT rates for new vehicles have historically tended to be higher than for used vehicles. VT rates declined during the period of elevated used vehicle values but have begun to increase again as more recent vintages season and used vehicle values have fallen from their post-pandemic highs. In addition, VT rates are higher for PCP and LP agreements compared to HP agreements. The higher VT rates in PCP and LP agreements can be attributed to the nature of the agreements which provide more flexibility and tend to attract consumers that ultimately may not be motivated to own a vehicle.

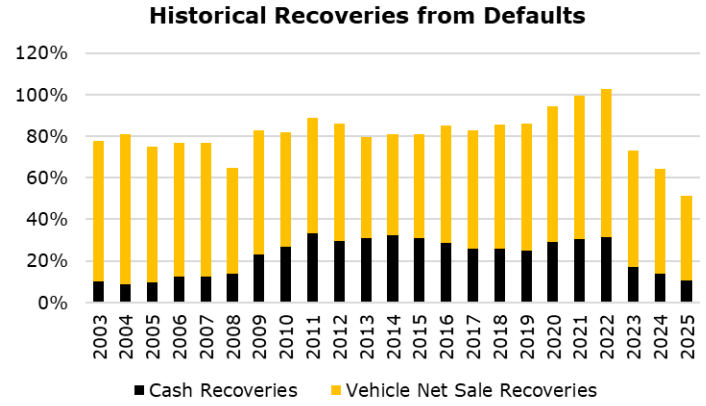
Cumulative Gross Loss Curves from VT by Vehicle Type and Yearly Vintage

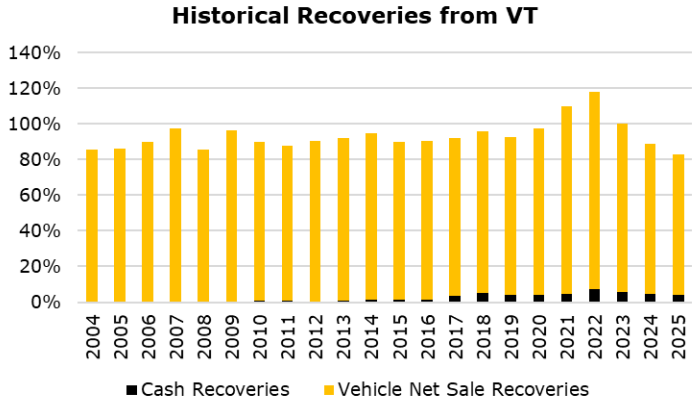




Recoveries

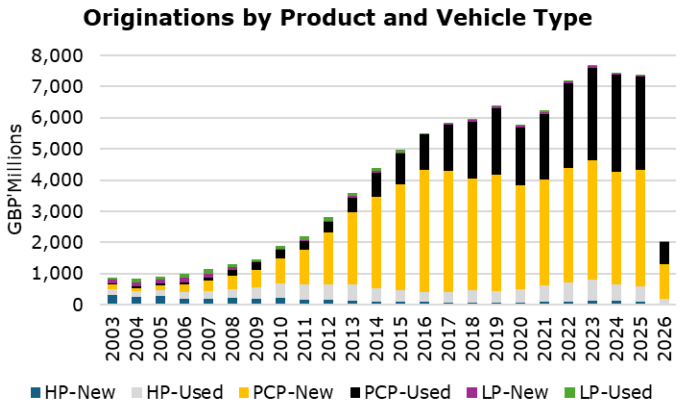
VWFS (UK) has a proven track record of generating recovery rates on defaulted and VT assets. Cash recoveries make up approximately 23% of recoveries from defaults. Driven by their collection and repossession policies as well as a large active buyer base and multiple online and auction suppliers that can handle a diverse product mix and fluctuating volumes, VWFS (UK) has experienced a recovery rate greater than 60% from defaulted agreements since 2008 and a recovery rate greater than 80% for agreements that VT. KBRA analysed VWFS (UK)'s recovery rates by annual cohorts of default and VT dating back to 2003 and developed base case recovery assumptions for the obligors.





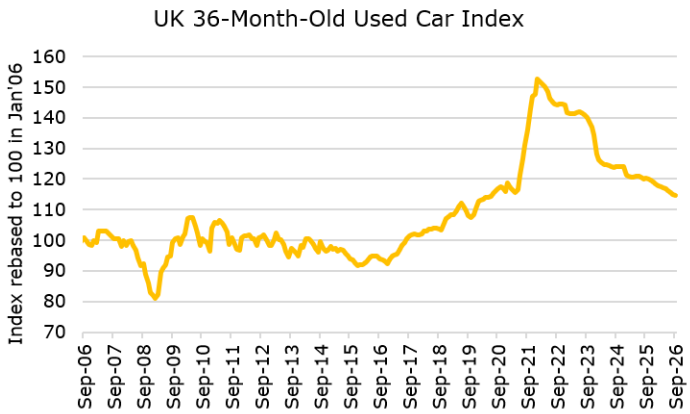
Originations

As of 31 March 2026, approximately £78.9 billion of PCP agreements, £12.8 billion of HP agreements and £3.1 billion of LP agreements had been originated since 2003. Annual originations have grown at a high rate since 2010 and peaked in 2023 at £7.7 billion. The growth in originations is predominantly driven by VWFS (UK) 's PCP agreement originations. There was no substantial decline in originations during the COVID-19 pandemic.



UK 36-Month-Old Used Car Values

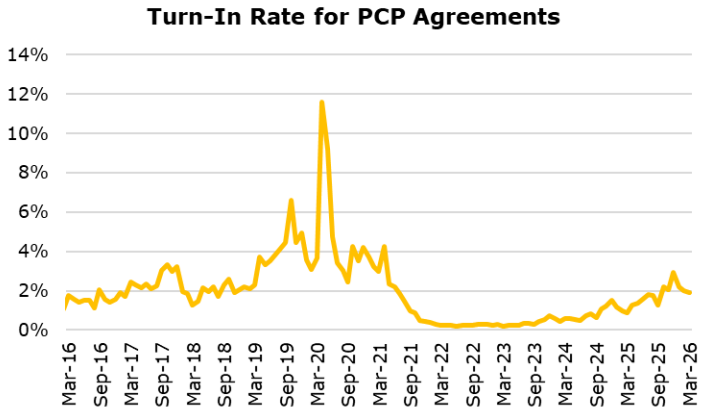
Commencing from 2021, the value of 36-month-old used cars in the UK have witnessed a significant increase, primarily as a result of supply chain issues driving up used car market prices as displayed in the graph. Commencing from January 2022, this trend has reversed with used car prices falling 24.9%, while still above pre-pandemic levels. Using this index, KBRA derived an expected loss on the optional final payment element of the PCP agreement at the Class A and Class B rating levels. The historical used car valuation data used to develop this index was sourced from Bowkett Auto Consulting Ltd, experteye and Indicata.



Source: Bowkett Auto Consulting Ltd, experteye and Indicata

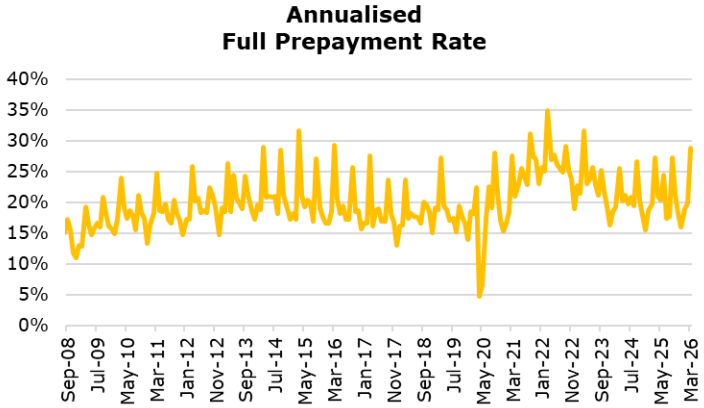
Turn-In Rates

VWFS (UK) has historically experienced low turn-in rates for PCP agreements. Although the turn-in rate reached 11.6% in April 2020 (driven by COVID-19), the rate has averaged 2.0% since January 2016. The UK 36-month used car index indicates that prices were elevated in 2021 and 2022, which reduced incentives for customers to return vehicles and contributed to historically low turn-in rates in 2022 and 2023. In 2024, turn-in rates began to rise, albeit from a low base, likely due to the recent decline in used car prices. Where vehicles have been returned, VWFS (UK) has achieved average realisations above 85%.



Full Prepayments

VWFS (UK) has historically experienced high full prepayment rates which have generally been above 15% and averaging approximately 20% through time. KBRA note that full prepayments remained high during 2008 and 2009, a period when the UK used car market experienced a sharp decline (as can be seen in KBRA's 36-month-old used car index). During this period, the lowest full prepayment rate was 11.0%, which occurred in December 2008. The full prepayment rate declined to 4.8% and 6.5% respectively, in April 2020 and May 2020 which can be attributed to COVID-19. However, full prepayment rates returned to historical levels in June 2020.



Collateral Analysis

The collateral pool in Driver UK 12 as at the initial cut-off date (30 September 2026) includes 20,476 auto loan agreements, with an aggregate outstanding discounted balance of £500.0 million. The transaction includes a six-month revolving period, during which the collateral composition of the portfolio can change.

As of the initial pool cut-off date, the majority of agreements are with private individuals (91.6%) and consist primarily of PCP agreements (90.8%), followed by Hire Purchase agreements (8.6%). The weighted average remaining term of the portfolio is 41.3 months and the average original amount financed is £25,643.

Product Type	Discounted Balance (£,000)	% of Balance
PCP	453,906	90.8%
Hire Purchase	43,244	8.6%
Lease Purchase	2,855	0.6%
Total	500,005	100.0%

New/Used	Discounted Balance (£,000)	% of Balance
New	265,643	53.1%
Used	234,362	46.9%
Total	500,005	100.0%

Obligor Type	Discounted Balance (£,000)	% of Balance
Retail	457,770	91.6%
Corporate	42,235	8.4%
Total	500,005	100.0%

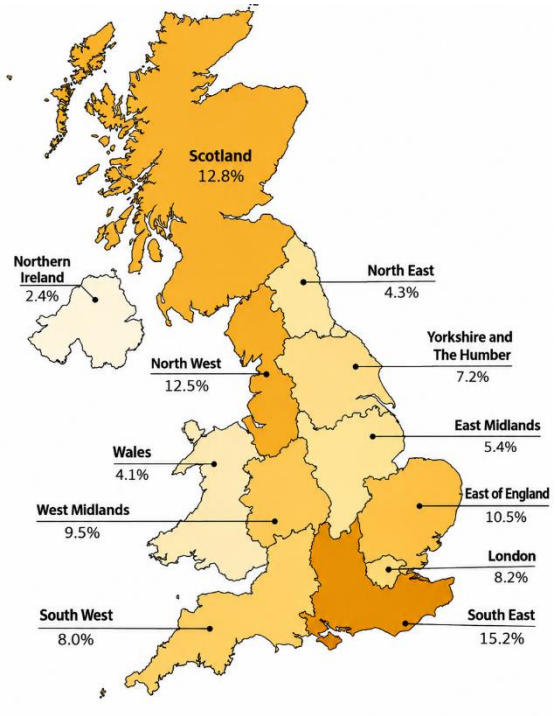
Fuel Type	Discounted Balance (£,000)	% of Balance
Petrol	332,287	66.5%
Battery Electric	80,984	16.2%
Diesel	47,342	9.5%
Hybrid	39,392	7.9%
Total	500,005	100.0%

Original Term	Discounted Balance (£,000)	% of Balance
≤12	996	0.2%
13-24	14,613	2.9%
25-36	41,397	8.3%
37-48	90,210	18.0%
49-60	351,212	70.2%
61-72	1,579	0.3%
Total	500,005	100.0%

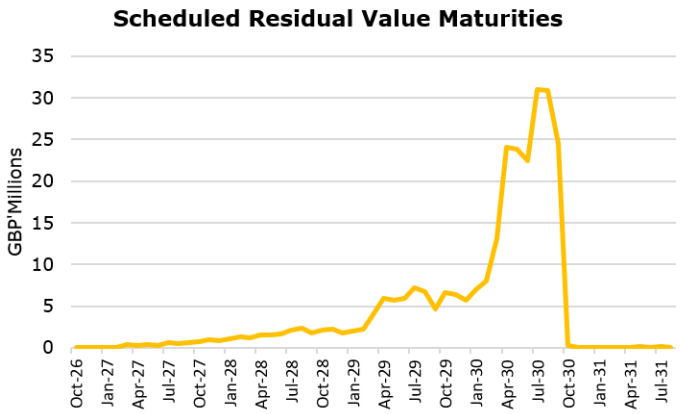
Remaining Term	Discounted Balance (£,000)	% of Balance
≤12	4,007	0.8%
13-24	24,449	4.9%
25-36	82,839	16.6%
37-48	366,453	73.3%
49-60	22,257	4.5%
Total	500,005	100.0%

Vehicle Brand	Discounted Balance (£,000)	% of Balance
Audi	164,286	32.9%
Volkswagen	145,432	29.1%
Porsche	63,340	12.7%
Skoda	55,573	11.1%
Cupra	22,629	4.5%
Other	48,745	9.7%
Total	500,005	100.0%

Geographical Distribution
As shown in the geographical breakout chart to the right, the asset pool is geographically diverse with the largest region, South-East England, accounting for 15.2% of the total discount balance and Scotland accounting for 12.8% of the total discount balance.



Scheduled Residual Value Maturities
The residual value maturities within the initial portfolio have a high concentration where 57.0% of the maturities occur within a six-month period between April 2030 and September 2030.



KBRA Loss Expectation

In formulating its base case loss assumptions KBRA analysed 1) the risk of obligor default or the obligor opting to VT their contract and the recovery amount following default or VT and 2) the risk of loss at the end of the PCP contract if the vehicle is returned to and sold by VWFS (UK).

Cumulative Gross Loss Analysis from Defaults and Voluntary Terminations

In relation to both obligors defaulting and obligors opting to VT on their contract obligations, KBRA analysed VWFS (UK)'s historical static pool quarterly cumulative gross loss (CGL) default and VT data for contracts originated since 2003. From analysing the data, KBRA developed a base case timing curve and loss expectation for both defaults and VT by product and by new and used vehicles split. Considering the ability for the portfolio to migrate to a more used vehicle mix (which has higher base case CGL assumptions) during the revolving period, KBRA's base case CGL assumption on the overall portfolio for defaults is 1.1% and is 3.8% for VT.

Recovery Rates

KBRA analysed the static pool vintage recovery levels to derive its base case recovery rates and timing curves. KBRA's weighted average recovery rate assumption is 62.8% in relation to obligor defaults and 87.5% for VT, realised over 18 months from the date the obligor defaults or over three months if they opt to VT their contract. These assumptions reflect lower recoveries experienced in more recent years. KBRA considered used car market movements segmented by power train over time when assessing its stressed recovery analysis (see below).

Residual Values

To assess the risk of loss if the obligor does not pay the optional final payment in PCP contracts and the vehicle is turned back and sold, KBRA analysed the historic actual end of contract realisations against VWFS (UK)'s original residual value assumption. KBRA's RV loss rate considers VWFS (UK)'s ability to forecast residual values noting that VWFS (UK) has historically experienced a very low turn-in rate evidencing that the VWFS (UK) RV historical assessments have generally resulted in incentives for customers to either refinance or keep the vehicle rather than return the vehicle. KBRA also considered used car market movements over time when considering its stressed analysis (please refer to 36-Month Old Used Car Index).

Cash Flow Modeling

KBRA conducted cash flow modelling on both the contracted loan receivable element of the transaction and the residual value component arising from the optional nature of the final payment in relation to the PCP product, to determine whether the proposed structure is sufficient to support the rating of the Notes under KBRA's stressed cash flow scenarios.

In establishing its assumptions for turn-in rates for the PCP product, i.e. the amount of customers electing to return the vehicle at contract maturity, thereby introducing residual value risk, despite the low historic turn-in rates observed in the historic data, KBRA assumes higher turn-in rates in situations where used car prices have declined.

The analysis considered the transaction's structural features, including credit enhancement and the various performance triggers and concentration limits. In carrying out the analysis KBRA applied stress assumptions to the 1) underlying auto loan receivable contracts entering default and recoveries received thereafter and 2) the originator's estimated residual values in order to test the structure and 3) the proportion of residual value in the transaction relative to credit enhancement noting the pro-rata nature of the transaction prior to the Credit Enhancement Increase Condition being in effect. Detail on each of the inputs are as follows:

Contractual Receivables Element

In relation to the contractual receivables element, KBRA applied a stressed multiple to its base case cumulative gross loss (CGL and VT) assumptions which were established for each individual product type. Following these assumptions KBRA then applied stressed recovery rates at the assessed rating level.

The base case CGLs and VT were determined by reference to the historical performance of the products in the portfolio. The stress assumption applied a 5x stress factor to base case losses in relation to the Class A Notes and a 4x stress in relation to the Class B Notes.

The stress assumption for recoveries applied a haircut to the base case considering the residual value assumptions as highlighted below. This resulted in an applied stressed recovery rate of 53.0% for VT and 33.0% for CGL for the Class A Notes and 58.5% for VT and 37.5% for CGL for the Class B Notes.

Residual Value
In its analysis, market price information on the performance of used cars by fuel type (including electric vehicles) in the UK market was obtained from Bowkett Auto Consulting Ltd, experteye and Indicata. The information was used in KBRA's analysis, which assessed the price movements over various liquidation periods dating back to 2006. KBRA considered various scenarios which incorporated stressed price declines over a liquidation period that indicated that the enhancement within the structure is sufficient to absorb losses in a manner that is commensurate with the assigned rating.
KBRA also considered stressed vehicle turn-in rates of 100% for the Class A Notes and 90% for the Class B Notes. VWFS (UK)'s observed turn-in rates have remained below historical norms since mid-2021, including during a period of declining UK used vehicle prices.

Considering KBRA's base case decline assumption on VWFS (UK)'s optional final payment and a stress to the observed used car price market movements and volatility since 2006. Under "Scenario 1" below, the structure was resilient to a residual value decline of 37.5% for the Class A Notes and 33.2% for the Class B Notes. KBRA additionally took into account selling costs and potential administrator incentive fees.

KBRA's analysis indicated that the stresses applied to the rated class of notes is consistent with the rating assigned to the Class A Notes and Class B Notes.

Scenario Results:
KBRA considered a number of scenarios to test the resiliency of the structure to various combinations of auto loan losses and residual value declines and proportion of residual present in the transaction. The table below summarises the results of a number of KBRA's stress case scenarios as part of its cash flow analysis:

Scenario Analysis			
Assumptions	KBRA Base Case	Class A Stress	Class B Stress
CGL & VT	1.8%	9.1%	7.3%
Recovery Rate	73.0%	41.3%	46.2%
CNL	0.5%	5.3%	3.9%
Residual Value Haircut	0.5%	37.5%	33.2%
Annualised Prepayment Rate	17.5%	5.0%	8.5%
Turn-In Rate	2.3%	100.0%	90.0%
Scenarios			
Scenario 1: Standard Scenario	Pass	Pass	Pass
Scenario 2: Increase CGL & VT by 75.0%	Pass	Pass	Pass
Scenario 3: Increase Residual Value Haircut by 20.0%	Pass	Pass	Pass
Scenario 4: Late Switch from Pro Rata to Sequential	Pass	Pass	Pass

- Scenario 1: Is the scenario based on KBRAs assumptions shown above. A "Pass" result indicates that timely payment of interest and ultimate payment of principal on the class of notes being stressed was met in the scenario.
- Scenario 2: Holds all other assumptions constant from Scenario 1, while increasing the stressed CGL and VT by 75%, which is approximately equal to the level of defaults that the transaction can withstand in this scenario prior to a loss on the class of notes being realised.
- Scenario 3: Holds all other assumptions constant from Scenario 1, while increasing the residual value haircut by 20%, which is approximately equal to the level of residual value haircut that the transaction can withstand in this scenario prior to a loss on the class of notes being realised.
- Scenario 4: Holds all other assumptions constant from Scenario 1 while testing at various points where the triggering of the Credit Enhancement Increase Condition has not been effectuated up to the beginning of the residual value stress and therefore the credit enhancement percent has not increased. Given the potential pro-rata amortisation of the transaction, this scenario considers stressful periods through the life of the transaction where the transaction is exposed to a high mix of residual value risk and defaults. This scenario tests how the portfolio seasoning and pro-rata amortisation exposes the Notes to greater residual value risk through time. In the tested scenarios, as the pool seasons, the weighted average remaining term of the pool will decline and KBRA has adjusted the residual value haircut applied considering the remaining maturity observed in this scenario.

In addition to the scenarios above, additional scenarios were examined to determine whether the enhancement levels are sufficient to support the rating for the Class A Notes and Class B Notes. These included a front-loaded scenario where 50% of defaults were assumed to occur in year one and year two respectively and a back-loaded scenario where defaults and Residual Value losses were assumed to occur from year two onwards which in the scenarios run was more stressful given the pro-rata nature of the Notes. The impact of high and low levels of prepayments throughout the life of the transaction was also examined

Rating Sensitivity Analysis

The ratings assigned to Driver UK 12 will be monitored through the life of the transaction. If performance of the transaction - including losses - differs meaningfully from the expected levels, KBRA may consider changing ratings. A primary factor that KBRA considers in this securitisation is the development of returns within the transaction and the development of the used car market. The table is a visual illustration of potential rating sensitivities based on the development of residual value results.

The table illustrates the potential for downgrade of the transaction ratings following declines in residual value. 'Stable' means a downgrade is unlikely. 'Moderate' means a potential downgrade of up to one rating category is possible. 'Severe' indicates a multi-category downgrade is possible.

In addition to providing insight into the risk of rating migration, the table also indicates which scenarios may cause the notes to default. Any scenario that indicates 'Default' means that our cash flow projection indicated a default in the payment of principal under that scenario.

It should be noted that many factors, including economic stress, market conditions and servicing operations can impact the performance of the collateral pool and influence rating decisions, both positively and negatively. Furthermore, the above table considers the current credit enhancement available to the transaction as well as KBRA's assumptions regarding the timing of losses.

	Rating Sensitivity	
RV Losses	Class A	Class B
5.0%	Stable	Stable
7.5%	Stable	Stable
10.0%	Stable	Stable
12.5%	Stable	Stable
15.0%	Stable	Stable
17.5%	Stable	Moderate
20.0%	Stable	Moderate
22.5%	Moderate	Moderate
25.0%	Moderate	Severe
27.5%	Moderate	Severe
30.0%	Severe	Severe
32.5%	Severe	Severe
35.0%	Severe	Severe
37.5%	Severe	Severe
40.0%	Severe	Default

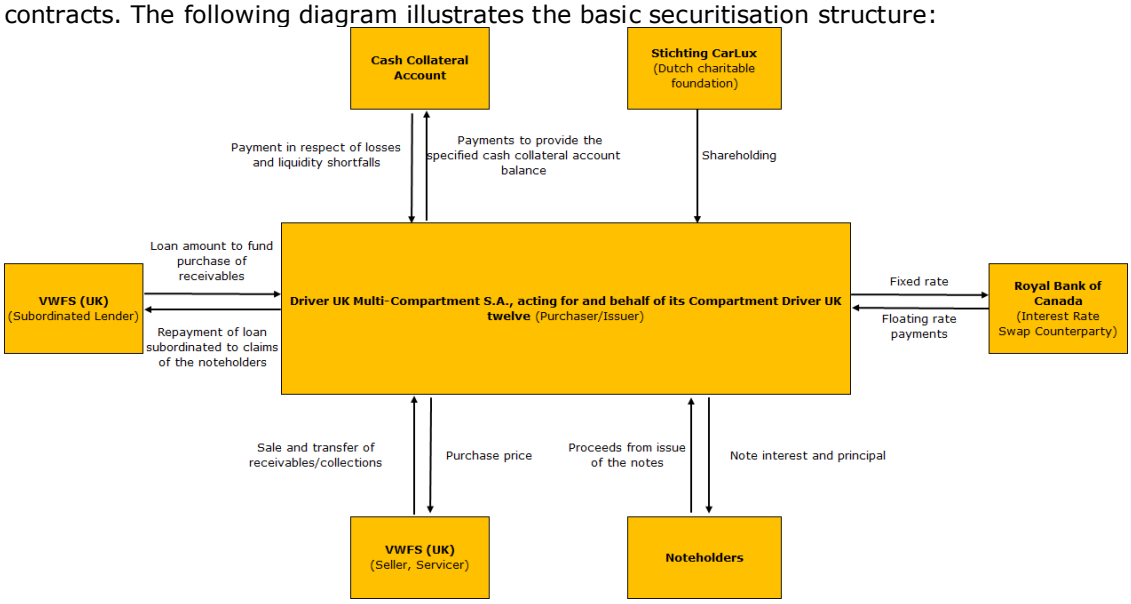
Transaction Structure

Please note that the following is intended to be a concise summary of the transaction structure. It does not contain all the information that may be relevant to understanding the transaction's mechanics, which are available in the offering materials and/or transaction documents.

Legal Structure

Transaction Structure

The Driver UK 12 notes are newly issued asset-backed securities collateralised by a pool of UK auto loan receivables including vehicle proceeds given the optional final payment for PCP contracts. The following diagram illustrates the basic securitisation structure:



Credit Enhancement

The credit enhancement provides protection for the notes against losses and delays in payment on the receivables or other shortfalls in cash flow. The credit enhancement for the Notes consists of the reserve account, excess spread on the assets, overcollateralisation and, in the case of the Class A notes and the Class B notes, subordination of certain payments as described below.
The credit enhancement for the Notes is as follows:

Rated Notes								
Class	Initial Amount (£)	% of Total Pool Balance	O/C	Subordination	Reserve Account	Initial Hard CE	Interest Rate	Legal Final Maturity Date
Class A	377,500,000	75.5%	6.0%	18.5%	1.2%	25.7%	SONIA+0.70%	November 2033
Class B	40,000,000	8.0%	6.0%	10.5%	1.2%	17.7%	SONIA+1.15%	November 2033
Subordinate	52,504,730	10.5%	6.0%	0.0%	1.2%	7.2%	7.7336%	November 2033
O/C	30,000,302	6.0%						
Total	500,005,032	100.0%						

Excess Spread Summary	
Effective Interest Rate	8.2%
Interest Cost (weighted, including swap)	5.3%
Servicing & Admin Fee*	1.0%
Interest Compensation	1.5%
Annual Excess Spread:	**0.4%**

*Does not include other fees.

In the absence of a Credit Enhancement Increase Condition being in effect, positive excess spread can be released to VWFS (UK) over time through a Buffer Release Amount / Interest Compensation Release Amount mechanism. Notwithstanding this, following a Credit Enhancement Increase Condition being in effect, after which the transaction reverts to fully sequential, estimated excess spread to support the rated notes would be as follows:

	Excess Spread Summary Effective Interest Rate: 8.2% Interest Cost (weighted, including swap): 4.5% Servicing & Admin Fee*: 1.0% Interest Compensation: 1.5% **Annual Excess Spread: 1.2%** *Does not include other fees.
Target Overcollateralisation Percentages	The Class A targeted overcollateralisation means: (a) 30.1% during the revolving period until a Credit Enhancement Increase Condition is in effect, (b) 32.1% after the revolving period until a Credit Enhancement Increase Condition is in effect, (c) 100.0% if a Credit Enhancement Increase Condition is in effect. The Class B targeted overcollateralisation means: (a) 19.3% during the revolving period until a Credit Enhancement Increase Condition is in effect, (b) 21.3% after the revolving period until a Credit Enhancement Increase Condition is in effect, (c) 100.0% if a Credit Enhancement Increase Condition is in effect.
Priority of Payments prior to an Enforcement Event	On each payment date before an enforcement notice, available distributions will be applied in the following order of priority: ▪ Amounts due and payable in respect of taxes by the Issuer; ▪ Amounts payable to the Security Trustee; ▪ Servicing fees; ▪ Administrative fees to the directors of the issuer, corporate services provider, agents under the agency agreement, account bank and cash administrator, rating agency fees, data protection trustee fees, joint lead manager fees, and to the issuer for any other administrative costs; ▪ Net amounts due to the swap counterparty (other than swap subordinated payments); ▪ Interest to the Class A noteholders; ▪ Interest to the Class B noteholders; ▪ To the cash collateral account to meet the required cash collateral balance; ▪ Class A amortisation amount; ▪ Class B amortisation amount; ▪ Swap subordinated amounts; ▪ Subordinated lender amounts; ▪ All remaining excess to VWFS (UK) by way of a final success fee;
Priority of Payments following an Enforcement Event	Following the occurrence of an enforcement event, available distributions will be applied in the following order of priority: ▪ Amounts due and payable in respect of taxes by the Issuer; ▪ Amounts payable to the Security Trustee; ▪ Servicing fees; ▪ Administrative fees to the directors of the issuer, corporate services provider, agents under the agency agreement, account bank and cash administrator, rating agency fees, data protection trustee fees, joint lead manager fees, and to the issuer for any other administrative costs; ▪ Net amounts due to the swap counterparty (other than swap subordinated payments); ▪ Interest to the Class A noteholders; ▪ Principal to the Class A noteholders; ▪ Interest to the Class B noteholders; ▪ Principal to the Class B noteholders; ▪ Swap subordinated amounts; ▪ Subordinated lender amounts; ▪ All remaining excess to VWFS (UK) by way of a final success fee;

Early Amortisation Event	The occurrence of any one of the following events will constitute an early amortisation event: ▪ the occurrence of a servicer replacement event; ▪ the accumulation balance on two consecutive payment dates exceeds 15.0% of the discounted receivables balance ▪ on any payment date falling after 3 consecutive payment dates following the Closing Date, the Class A actual overcollateralisation percentage is lower than 24.25%; ▪ VWFS (UK) ceases to be a direct or indirect subsidiary of Volksawagen AG, or any successor thereto; ▪ the Seller fails to perform its repurchase obligations ▪ the Issuer fails to enter into a replacement swap agreement within 30 calendar days following the termination of the swap agreement or the swap counterparty fails to post collateral, in each case within the time period specified in the applicable swap agreement ▪ the credit enhancement increase condition is in effect; or ▪ the occurrence of an Insolvency Event with respect to VWFS (UK); or ▪ the occurrence of a Foreclosure Event; or ▪ the cash collateral account does not contain the specified cash collateral account balance on two consecutive payment dates
Credit Enhancement Increase Condition	Shall be deemed to be in effect if: ▪ the dynamic net loss ratio for three consecutive payment dates exceeds (i) 0.30%, if the weighted average seasoning is less than or equal to 12 months (inclusive) (ii) 0.75%, if the weighted average seasoning is between 12 months (exclusive) and 22 months (inclusive), or (iii) 2.00%, if the weighted average seasoning is between 22 months (exclusive) and 34 months (inclusive), or (iv) if the weighted average seasoning is greater than 34 months, the dynamic net loss ratio shall not apply; or ▪ the cumulative net loss ratio exceeds (i) 0.80% during the first 5 months (inclusive) following the closing date, (ii) 1.80% after the 6th month (inclusive) until the 11th month (inclusive) following the closing date (iii) 4.00% after the 12th month following the closing date; or ▪ the late delinquency ratio exceeds 1.30% on any payment date on or before the 1st anniversary of closing.
Dynamic Net Loss Ratio	means for any payment date, a fraction expressed as a percentage rate, the numerator of which is the sum of the aggregate charged-off amounts for the monthly period less any recoveries made in relation to the receivables that were previously charged-off receivables during the monthly period and the denominator of which is the discounted receivables balance as at the beginning of the monthly period.
Cumulative Net Loss Ratio	means for any payment date a fraction expressed as a percentage, the numerator of which is the aggregate charged-off amount of all purchased Receivables (including purchased receivables which were not received on time and purchased receivables remaining to be paid in the future and any redelivery purchased receivables which became charged off receivables after being repurchased by VWFS (UK)) less any recoveries made in relation to charged-off receivables with effect from the Cut-Off Date and the denominator of which is the aggregate Cut-Off Date discounted receivables balance.
Foreclosure Event	The occurrence of any of the following events would be a foreclosure event which, following the service of an enforcement notice by the security trustee, result in the enforcement of the collateral. An enforcement notice is a notice served by the security trustee on the Issuer upon the occurrence of a Foreclosure Event stating that the security trustee commences the enforcement of the security. ▪ with respect to the Issuer an insolvency event occurs; ▪ the Issuer defaults in the payment of any interest on the most senior class of Notes then outstanding when the same becomes due and payable, and such default continues for a period of five Business Days ▪ the Issuer defaults in the payment of principal of any Note on the Final Maturity Date
Servicer Replacement Event	Means the occurrence of any of the following events:

	▪ Failure of the servicer to make a payment (subject to certain grace periods) ▪ Fail to perform or comply with its material obligations (unremedied within 60 days of notice) ▪ any material written representation or warranty made by the Servicer proves to have been incorrect ▪ An insolvency event of the servicer
Specified General Cash Collateral Account Balance	Means initially £6.1 million and on each payment date, the greater of: (i) 1.45% of the aggregate nominal amount of the notes outstanding as at the end of the monthly period and (ii) The lesser of 1.0% of the initial nominal amount of the notes and the aggregate nominal amount outstanding of the notes at the end of the monthly period

Eligibility Criteria	Each receivable sold by VWFS (UK) to the Issuer is required to satisfy (among others) the following conditions on the initial cut-off date for the initial receivables and each additional cut-off date in relation to additional receivables:
	
	▪ that the purchase of the receivables may not have the result that the aggregate discounted receivables balance of all purchased receivables exceeds the following concentration limits:
	  ▪ used vehicles: 60.0%.
	  ▪ PCP used contracts: 55.0%
	  ▪ under financing contracts for non-VW group brand vehicles: 10.0%
	▪ none of the obligors is an affiliate of the seller
	▪ the registered office (corporate obligors) or place of residence of obligors is England, Scotland, Northern Ireland or Wales
	▪ that no pending bankruptcy or insolvency proceedings are initiated against any of the obligors
	▪ that such purchased receivable is denominated and payable in Sterling;
	▪ that no purchased receivable is overdue
	▪ that the related financing contracts shall be governed by the laws of England and Wales, Northern Ireland or Scotland (depending on where the obligor is resident or incorporated)
	▪ that the relevant financing contracts constitute legally valid, binding and enforceable agreements with full recourse to the obligor
	▪ that the status and enforceability of the purchased receivables is not impaired by set-off rights and that no obligor maintains deposits on accounts with VWFS (UK)
	▪ that those related financing contracts comply in all material respects with the requirements of the Consumer Credit Act 1974, as amended, where appliable
	▪ that such purchased receivable arises under a financing contract that (a) contains an obligation to pay a specified sum of money and is subject to no contingencies (other than an obligation to pay interest on overdue amounts), (b) does not require the obligor under such financing contract to consent to the transfer, sale or assignment of the rights and duties of the Seller under such financing contract or to the sale to a third party of the vehicle the subject thereof, and (c) does not contain a confidentiality provision that purports to restrict the purchaser's or the security trustee's exercise of rights under the receivables purchase agreement, including, without limitation, the right to review such financing contract
	▪ the Seller is the legal and beneficial owner, free from any security interest, of the purchased receivables
	▪ that at least one instalment has been paid in respect of each of the purchased receivables and that the purchased receivables require substantially equal monthly payments to be made within 72 months of the date of origination of the financing contract and may also provide for a final balloon payment
	▪ that the terms of the financing contract require the obligor to pay all insurance, repair/maintenance and taxes with respect to the related vehicle
	▪ that the purchase of receivables may not have the result that the total outstanding amount of purchased receivables resulting from financing contracts with one and the same obligor exceeds 0.5% of the aggregate discounted receivables balance

	▪ that each of the purchased Receivables will mature no earlier than 6 months and no later than 71 months after the cut-off date ▪ that the Obligor related to the Purchased Receivable is not: ▪ an Obligor: ▪ who VWFS considers as unlikely to pay its obligations to VWFS (UK) ▪ and/or to an Obligor who is past due more than 90 days on any material credit obligation to VWFS (UK); ▪ a credit-impaired Obligor or guarantor ▪ has been declared insolvent ▪ was, at the time of origination, 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 VWFS (UK) ▪ 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 VWFS (UK) which are not securitised.

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