

## Offering Memorandum

### CNH Capital Canada Receivables Trust

CAD\$142,000,000 1.116% Class A-1 Receivable-Backed Notes, Series 2015-1

CAD\$176,032,000 1.353% Class A-2 Receivable-Backed Notes, Series 2015-1

CAD\$6,821,000 1.960% Class B Receivable-Backed Notes, Series 2015-1

The 1.116% Class A-1 Receivable-Backed Notes, Series 2015-1, the 1.353% Class A-2 Receivable-Backed Notes, Series 2015-1 and the 1.960% Class B Receivable-Backed Notes, Series 2015-1, or the “notes”, will be issued by CNH Capital Canada Receivables Trust, or the “trust”, and are described in the attached prospectus supplement dated February 18, 2015 and the attached amended and restated short form base shelf prospectus dated November 5, 2014. The notes are being offered by this offering memorandum in the United States and to, or for the account or benefit of, U.S. persons (within the meaning of Regulation S) pursuant to Rule 144A under the Securities Act of 1933, as amended, or the “Securities Act”, and concurrently but separately outside the United States to non-U.S. persons in reliance on Regulation S under the Securities Act.

**The notes have not been and will not be registered under the Securities Act or under the securities or blue sky laws of any state. Accordingly, all offers and sales of the notes within the United States or to, or for the account or benefit of, U.S. persons are being made only to “qualified institutional buyers”, or “QIBs”, within the meaning of Rule 144A under the Securities Act in a manner that does not involve a public offering within the meaning of Section 4(a)(2) of the Securities Act. The notes are transferable only under the circumstances described in “Notice to Investors” in this offering memorandum.**

- The trust will pay interest and principal on the notes on the 15th day of each month (or, if not a business day, the next business day). The first payment date will be March 16, 2015.
- The trust will pay principal sequentially to each class of notes in order of seniority until each class is paid in full.
- The credit enhancement for the notes will be subordination and a spread account.

The notes will be obligations of the trust only and will not represent interests in or obligations of CNH Industrial Capital Canada Ltd. (formerly known as CNH Capital Canada Ltd.), or “CNH Capital Canada”, any servicer, the administrator, the trustee (other than in its capacity as trustee of the trust), the indenture trustee, the initial purchasers, the beneficiaries of the trust, or any affiliate of any of the foregoing.

**Before you purchase any notes, be sure you understand the structure and the risks. You should review carefully this offering memorandum and the attached prospectus supplement and prospectus, especially the risk factors on page 7 of this offering memorandum and the risk factors in the prospectus supplement and prospectus.**

RBC Dominion Securities Inc., BMO Nesbitt Burns Inc., Merrill Lynch Canada Inc. and TD Securities Inc., as “initial purchasers” of the notes, expect to deliver the notes in book-entry form through CDS Clearing and Depository Services Inc. to purchasers pursuant to this offering memorandum through their respective U.S. registered broker-dealer affiliates, RBC Capital Markets, LLC, BMO Capital Markets GKST Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, and TD Securities (USA) LLC, acting as agents, on or about February 26, 2015, which is the “closing date”.

RBC CAPITAL MARKETS      BMO CAPITAL MARKETS

BOFA MERRILL LYNCH      TD SECURITIES

The date of this offering memorandum is February 18, 2015

## **IMPORTANT NOTICE ABOUT INFORMATION PRESENTED IN THIS OFFERING MEMORANDUM**

This offering memorandum provides information about the terms of the notes to be issued by the trust. You should only rely on the information provided or referenced in this offering memorandum and in the attached prospectus supplement and prospectus, which form part of this offering memorandum. This offering memorandum supplements the information set forth in the attached prospectus supplement and prospectus and does not by itself contain complete information about the notes. Before purchasing any of the notes, you should review the attached prospectus supplement and prospectus.

This offering memorandum has been prepared by the trust and may not be copied or used for any purpose other than for your evaluation of an investment in any of the notes.

No person has been authorized to give any information or to make any representations other than those contained in this offering memorandum and the attached prospectus supplement and prospectus, and, if given or made, such information or representations must not be relied upon. The delivery of this offering memorandum at any time does not imply that the information in this offering memorandum is correct as of any time subsequent to its date.

The offering of the notes may be withdrawn, cancelled or modified at any time, and the trust and the initial purchasers reserve the right to reject any order to purchase the notes in whole or in part and to allot to any prospective investor less than the full amount of notes ordered by such investor. CNH Capital Canada, the initial purchasers and their respective affiliates may acquire for their own accounts a portion of the notes.

An index of defined terms is at the end of the attached prospectus supplement and at the end of the attached prospectus.

### **NOTE LEGEND**

Each note offered and sold pursuant to this offering memorandum will bear the following legend:

“THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER THE SECURITIES OR BLUE SKY LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER OF THIS NOTE (OR OF A BENEFICIAL INTEREST IN THIS NOTE), BY PURCHASING THIS NOTE (OR A BENEFICIAL INTEREST IN THIS NOTE), AGREES FOR THE BENEFIT OF THE TRUST THAT THIS NOTE (OR A BENEFICIAL INTEREST IN THIS NOTE) MAY BE SOLD, TRANSFERRED, ASSIGNED, PARTICIPATED, PLEDGED OR OTHERWISE DISPOSED OF ONLY IN COMPLIANCE WITH THE SECURITIES ACT AND OTHER APPLICABLE LAWS, AND ONLY (I) PURSUANT TO RULE 144A UNDER THE SECURITIES ACT (“RULE 144A”) TO A PERSON THAT THE HOLDER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER, WITHIN THE MEANING OF RULE 144A (A “QIB”), PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QIB, WHOM THE HOLDER HAS INFORMED, IN EACH CASE, THAT THE REOFFER, RESALE, PLEDGE, OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (II) TO CNH INDUSTRIAL CAPITAL CANADA LTD. OR ITS

AFFILIATES, (III) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT, (IV) PURSUANT TO RULE 904 OF REGULATION S UNDER THE SECURITIES ACT FOR OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES OR (V) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND OTHER APPLICABLE SECURITIES LAWS, SUBJECT TO THE RIGHT OF CNH INDUSTRIAL CAPITAL CANADA LTD. AND THE INDENTURE TRUSTEE, BEFORE ANY OFFER, SALE OR OTHER TRANSFER PURSUANT TO CLAUSE (IV) OR (V), TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATES AND/OR OTHER INFORMATION SATISFACTORY TO CNH INDUSTRIAL CAPITAL CANADA LTD. AND THE INDENTURE TRUSTEE, IN EACH CASE, IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE UNITED STATES AND SECURITIES AND BLUE SKY LAWS OF THE STATES OF THE UNITED STATES.

EACH HOLDER OF THIS NOTE (OR OF A BENEFICIAL INTEREST IN THIS NOTE) THAT IS SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”), OR ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF TITLE I OF ERISA OR SECTION 4975 OF THE CODE (EACH, A “SIMILAR LAW”), BY ACCEPTING THIS NOTE (OR A BENEFICIAL INTEREST IN THIS NOTE), IS DEEMED TO REPRESENT, WARRANT AND AGREE THAT ITS PURCHASE AND HOLDING OF THIS NOTE (OR A BENEFICIAL INTEREST IN THIS NOTE) DOES NOT CONSTITUTE AND WILL NOT RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER TITLE I OF ERISA OR SECTION 4975 OF THE CODE DUE TO THE APPLICABILITY OF A STATUTORY OR ADMINISTRATIVE EXEMPTION FROM THE PROHIBITED TRANSACTION RULES (OR, IF THE HOLDER IS SUBJECT TO ANY SIMILAR LAW, SUCH PURCHASE AND HOLDING DOES NOT CONSTITUTE AND WILL NOT RESULT IN A VIOLATION OF SUCH SIMILAR LAW).”

If any notes are being resold outside of the United States in accordance with Rule 904 of Regulation S at a time when the trust is a “foreign issuer” as defined in Rule 902 of Regulation S, the legend may be removed from such notes by delivery to CNH Capital Canada and the indenture trustee of a duly completed and signed declaration to the following effect and, if required by CNH Capital Canada or the indenture trustee, an opinion of counsel of recognized standing satisfactory to CNH Capital Canada and the indenture trustee, acting reasonably, that such legend is no longer required under the applicable requirements of the Securities Act or U.S. state securities laws and/or such other documentation as CNH Capital Canada or the indenture trustee may reasonably request:

“The undersigned seller (i) acknowledges that the sale of the notes of CNH Capital Canada Receivables Trust to which this declaration relates is being made in reliance on Rule 904 of Regulation S (“Regulation S”) under the United States Securities Act of 1933, as amended (the “U.S. Securities Act”) and (ii) certifies that (A) it is not an affiliate (as defined in Rule 405 under the U.S. Securities Act) of CNH Capital Canada Receivables Trust, (B) the offer of the notes was not made to a person in the United States and either (1) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believe that the buyer was outside the United States, or (2) the transaction was

executed on or through the facilities of a “designated offshore securities market” (as such term is defined in Regulation S), and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States, (C) neither the seller nor any affiliate of the seller nor any person acting on any of their behalf has engaged or will engage in any “directed selling efforts” (as such term is defined in Regulation S) in the United States in connection with the offer and sale of the notes, (D) the sale is bona fide and not for the purpose of washing off the resale restrictions imposed because the notes are “restricted securities” (as that term is defined in Rule 144(a)(3) under the U.S. Securities Act), (E) the seller does not intend to replace the notes sold in reliance on Rule 904 of Regulation S with fungible unrestricted notes, and (F) the contemplated sale is not a transaction, or part of a series of transactions which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act.”

### **EXCHANGE RATES**

Except as otherwise indicated, all dollar amounts in this offering memorandum and in the attached prospectus supplement and prospectus are expressed in Canadian dollars, or “CAD\$”. On February 18, 2015, the rate of exchange of the Canadian dollar to the United States dollar, or “US\$”, based on the noon exchange rate as quoted by the Bank of Canada, was CAD\$1.00 = US\$0.8029.

### **ENFORCEMENT OF CIVIL LIABILITIES**

The trust is governed under the laws of the Province of Ontario, Canada. The trustee of the trust is a resident of Canada and most of the trust’s assets are located in Canada. As a result, it may be difficult for investors to effect service of process within the United States upon the trust or the trustee, or to realize in the United States upon judgments of courts of the United States predicated upon civil liability of the trust or the trustee under the United States federal securities laws.

### **NOTICE TO NEW HAMPSHIRE RESIDENTS**

**NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE REVISED STATUTES ANNOTATED (“RSA 421-B”) WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY, OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE INVESTOR, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.**

## SUMMARY

### Principal Amounts and Interest Rates:

	<u>Principal Amount</u>	<u>Interest Rate</u>
Class A-1 notes	CAD\$142,000,000	1.116%
Class A-2 notes	CAD\$176,032,000	1.353%
Class B notes	CAD\$6,821,000	1.960%

### Payment Dates:

The trust will pay interest and principal on the notes on each “payment date”, which will be the 15th day of each month (or, if not a business day, the next business day). The first payment date will be March 16, 2015.

### Interest Accrual:

The notes will accrue interest at the per annum rates specified on the cover of this offering memorandum on the basis of a 365-day year and the actual number of days elapsed in a particular interest period. The interest period applicable to any payment date will be the period from and including the preceding payment date (or, in the case of the initial payment date, from and including the closing date) to but excluding that payment date.

### Final Scheduled Maturity Dates:

	<u>Final Scheduled Maturity Date</u>
Class A-1 notes	October 16, 2017
Class A-2 notes	April 15, 2021
Class B notes	April 18, 2022

### Form:

The notes will be issued in book-entry form through CDS Clearing and Depository Services Inc.

### Eligible Purchasers:

QIBs.

### Closing Date:

On or about February 26, 2015 or such later date as may be agreed to by the trust, the seller and the initial purchasers, but no later than March 3, 2015.

### Offering Price:

To be determined at the time of each respective sale.

### Ratings by Canadian Rating Agencies:

The trust will not issue the notes offered hereby unless they receive at least the indicated ratings from the rating agencies listed below.

	<u>DBRS</u>	<u>Moody's</u>
Class A-1 notes	AAA(sf)	Aaa(sf)
Class A-2 notes	AAA(sf)	Aaa(sf)
Class B notes	A(sf)	A2(sf)

**United States Tax Status:**

Osler, Hoskin & Harcourt LLP will deliver its opinion that, although no transactions closely comparable to those contemplated herein has been the subject of any U.S. Treasury regulation, IRS administrative guidance or judicial decision, the notes will be characterized as indebtedness for U.S. federal income tax purposes. The trust agrees and the holders of notes agree, by their purchase and holding of the notes, to treat the notes as indebtedness for U.S. federal income tax purposes.

**ERISA Considerations:**

The notes generally will be eligible for purchase by U.S. employee benefit plans who make deemed representations. See “ERISA Considerations” on page 13 of this offering memorandum.

**U.S. Investment Company Act Considerations**

The trust is not, and will not be, after giving effect to the issuance and sale of the notes, registered or required to be registered as an “investment company” under the *Investment Company Act of 1940*, as amended (the “**Investment Company Act**”). In making this determination the trust is relying on an exemption from the definition of “investment company” contained in Section 3(c)(5) of the Investment Company Act, although there may be additional exclusions or exemptions available to the trust. The trust is not structured to be a “covered fund” for purposes of the final regulations adopted to implement Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

## RISK FACTORS

*In addition to the risk factors starting on page S-37 of the attached prospectus supplement and pages 38-43 of the attached prospectus, you should consider the following risk factors in deciding whether to purchase any of the notes.*

**The restrictions on transfer could adversely affect the market value of your notes and/or limit your ability to resell your notes**

The notes have not been and will not be registered under the Securities Act or under the securities or blue sky laws of any state and are being issued and sold in reliance upon exemptions from registration provided by such laws. No note transfer is permitted unless such note transfer is exempt from or not subject to the registration requirements of the Securities Act. These transfer restrictions could adversely affect the market value of your notes and/or limit your ability to resell your notes. Therefore, you should be prepared to hold your notes to maturity.

**The absence of a secondary market for your notes, financial market disruptions and a lack of liquidity in the secondary market could adversely affect the market value of your notes and/or limit your ability to resell your notes**

The absence of a secondary market for your notes could limit your ability to resell them. This means that if you want to sell any of your notes before they mature, you may be unable to find a buyer or, if you find a buyer, the selling price may be less than it would have been if a secondary market existed. The initial purchasers may assist in the resale of notes, but they are not required to do so. If a secondary market does develop, it might not continue or it might not be sufficiently liquid to allow you to resell any of your notes.

For several years following the start of the 2008 financial crisis, major disruptions in the global financial markets caused a significant reduction in liquidity in the secondary market for asset-backed securities. While conditions in the financial markets and the secondary markets have improved, there can be no assurance that future events will not occur that could have a similar adverse effect on the liquidity of the secondary market. If the lack of liquidity in the secondary market reoccurs, it could adversely affect the market value of your notes and/or limit your ability to resell your notes.

**Exchange rate changes could adversely affect the U.S. dollar equivalent yield, value of the principal payable and/or market value of your notes**

Principal and interest on the notes will be paid in Canadian dollars. The exchange rate between the Canadian and U.S. dollar may significantly change due to a devaluation and/or a revaluation of one of these currencies relative to the other currency. An appreciation in the value of the U.S. dollar relative to the Canadian dollar could decrease the U.S. dollar equivalent of the yield on, the value of the principal payable on, and/or the market value of, your notes.

**A reduction, withdrawal or qualification of the ratings on your notes, or the issuance of unsolicited ratings on your notes, could adversely affect the market value of your notes and/or limit your ability to resell your notes**

The ratings on the notes are not recommendations to purchase, hold or sell the notes and do not address market value or investor suitability. The ratings reflect each rating agency's assessment of the creditworthiness of the receivables, the credit enhancement for the notes and the likelihood of repayment of the notes. There can be no assurance that the notes will perform as expected or that the ratings will not be reduced, withdrawn or qualified in the future as a result of a change of circumstances, deterioration in the performance of the receivables, errors in analysis or otherwise. None of the trust, the promoter or any of their affiliates will have any obligation to replace or supplement any credit enhancement or to take any other action to maintain any ratings on the notes. If the ratings on your notes are reduced, withdrawn or qualified, it could adversely affect the market value of your notes and/or limit your ability to resell your notes.

The promoter has hired two rating agencies that are nationally recognized statistical rating organizations, or "NRSROs", and will pay them a fee to assign ratings on the notes. The promoter has not hired any other NRSRO to assign ratings on the notes and is not aware that any other NRSRO has assigned ratings on the notes. However, under rules issued by the U.S. Securities and Exchange Commission, information provided to a hired rating agency for the purpose of assigning or monitoring the ratings on the notes is required to be made available to each NRSRO in order to make it possible for such non-hired NRSROs to assign unsolicited ratings on the notes. An unsolicited rating could be assigned at any time, including prior to the closing date, and none of the trust, the promoter, the initial purchasers or any of their affiliates will have any obligation to inform you of any unsolicited ratings assigned after the date of this prospectus supplement. NRSROs, including the hired rating agencies, have different methodologies, criteria, models and requirements. If any non-hired NRSRO assigns an unsolicited rating on the notes, there can be no assurance that such rating will not be lower than the ratings provided by the hired rating agencies, which could adversely affect the market value of your notes and/or limit your ability to resell your notes. In addition, if the promoter fails to make available to the non-hired NRSROs any information provided to any hired rating agency for the purpose of assigning or monitoring the ratings on the notes, a hired rating agency could withdraw its ratings on the notes, which could adversely affect the market value of your notes and/or limit your ability to resell your notes.

You should make your own independent evaluation of the creditworthiness of the notes, the receivables and the credit enhancement for the notes, and not rely solely on the ratings on the notes.

## LEGAL INVESTMENT CONSIDERATIONS

Investors should consult their own independent legal advisors in determining whether and to what extent the notes constitute a legal investment or are subject to restrictions on investment.

### UNITED STATES TAX MATTERS

#### General

The following summary describes certain expected material U.S. federal income tax consequences to a U.S. Holder (as defined below) of the purchase, ownership and disposition of the notes. The summary is based on the Internal Revenue Code of 1986, as amended as of the date hereof (the “Code”), and final, temporary and proposed Treasury regulations, IRS administrative guidance, judicial decisions and the Canada-U.S. Income Tax Convention (1980), all of which are subject to prospective or retroactive changes.

The summary is addressed only to U.S. Holders that are original purchasers of the notes, who acquire notes pursuant to this offering memorandum at the issue price set forth herein. In addition, this summary deals only with notes held as capital assets within the meaning of Section 1221 of the Code. Except as specifically set forth below, this summary does not address tax consequences of holding notes that may be relevant to investors in light of their own investment circumstances or their special tax situations, including the following:

- banks, thrifts and other financial institutions,
- insurance companies,
- regulated investment companies and real estate investment trusts,
- holders that are tax-exempt organizations, qualified retirement plans, individual retirement accounts, or other tax-deferred accounts,
- holders that have a “functional currency” other than the U.S. dollar,
- holders subject to the alternative minimum tax provisions of the Code,
- holders that own directly, indirectly or constructively, 10% or more of the trust’s voting securities,
- dealers in securities or currencies or holders that have elected to apply the mark-to-market accounting method,
- holders that acquired notes through the exercise of employee stock options or otherwise as compensation for services,

- holders that will hold the notes as a hedge position in a “straddle” for tax purposes or as a part of a “synthetic security”, “conversion transaction” or other integrated investment comprised of the notes, and one or more other investments,
- holders that are U.S. expatriates, and
- pass-through entities, the equity holders of which are any of the foregoing.

For purposes of this summary, a “U.S. Holder” is a beneficial owner of notes that, for U.S. federal income tax purposes, is (a) an individual who is a citizen or resident of the United States, (b) a corporation, or other entity classified as a corporation for U.S. federal income tax purposes, that is created or organized in or under the laws of the United States, any state in the United States or the District of Columbia, (c) an estate if the income of such estate is subject to U.S. federal income tax regardless of the source of such income, or (d) a trust if (i) such trust has validly elected to be treated as a U.S. person for U.S. federal income tax purposes or (ii) a U.S. court is able to exercise primary supervision over the administration of such trust and one or more U.S. persons have the authority to control all substantial decisions of such trust.

For purposes of this summary, a “non-U.S. Holder” is a beneficial owner of notes other than a U.S. Holder. This summary does not address the U.S. federal income tax consequences to non-U.S. Holders arising from or relating to the acquisition, ownership and disposition of the notes. In addition, if an entity that is classified as a partnership for U.S. federal income tax purposes holds notes, the U.S. federal income tax consequences to such partnership and the partners of such partnership generally will depend on the activities of the partnership and the status of such partners. Non-U.S. Holders and partners of entities that are classified as partnerships for U.S. federal income tax purposes should consult their own independent tax advisors regarding the U.S. federal income tax consequences arising from and relating to the acquisition, ownership and disposition of notes. Furthermore, this summary does not address the U.S. estate, state, local or foreign tax consequences to U.S. Holders of the acquisition, ownership, and disposition of the notes.

No U.S. Treasury regulation, IRS administrative guidance or judicial decision directly addresses similar transactions involving debt issued by a trust with terms similar to those of the notes. Accordingly, no assurance can be given that the IRS will accept, or that a court will uphold, the treatment described below. If the IRS were successful in asserting an alternative U.S. federal income tax characterization of the notes, the timing and character of income or loss on the notes could differ from the description below, possibly with material and adverse effect. Accordingly, we suggest that persons considering the purchase of notes consult their own independent tax advisors with regard to the U.S. federal income tax consequences of an investment in the notes and the application of U.S. federal income tax laws, as well as the laws of any U.S. estate, state, local or foreign taxing jurisdictions, to their particular situations.

### **Tax Classification of the Notes**

Osler, Hoskin & Harcourt LLP will deliver its opinion that, although no transactions closely comparable to those contemplated herein have been the subject of any U.S. Treasury regulation, IRS administrative guidance or judicial decision, the notes will be characterized as indebtedness for U.S.

federal income tax purposes. Opinions of counsel are not binding on the IRS, and there can be no assurance that the IRS could not successfully challenge this conclusion. The trust agrees and the holders of notes agree, by their purchase and holding of the notes, to treat the notes as indebtedness for U.S. federal income tax purposes.

### **Treatment of Stated Interest**

Based on tax counsel's opinion that the notes will be treated as indebtedness for U.S. federal income tax purposes, and assuming the notes are not issued with original issue discount, or "OID," the U.S. dollar value of stated interest on a note will be includible in gross income as ordinary income as it accrues or is received in accordance with the U.S. Holder's usual method of tax accounting. Such interest income to U.S. Holders is expected to be foreign source and, generally, will be treated as "passive category" income (or, in certain circumstances, including in the case of certain holders that are, or are affiliated with, a financial services company, may be treated as "general category" income) for purposes of applying foreign tax credit limitations.

Upon actual receipt of a payment of interest on the notes, an accrual method U.S. Holder will recognize ordinary gain or loss in an amount equal to the difference between the U.S. dollar value of the payment received (determined using the spot rate on the date such payment is received) and the U.S. dollar value of the interest income previously accrued during such accrual period in accordance with the U.S. Holder's usual method of tax accounting. Any such ordinary gain or loss generally will be treated as U.S. source ordinary income or loss and not as an adjustment to interest income. U.S. Holders should consult their own independent tax advisors concerning the application of the foreign currency exchange rules to their particular circumstances.

## **Disposition of the Notes**

Unless a nonrecognition provision (such as the wash sale rule) applies, upon the sale, exchange, retirement or other disposition of a note, a U.S. Holder generally will recognize taxable gain or loss in an amount equal to the difference between (a) the amount realized on the disposition, other than that part of the amount attributable to accrued interest not previously included in income, which will be subject to tax as interest income, as discussed above, and (b) the U.S. Holder's adjusted tax basis in the note. The U.S. Holder's adjusted tax basis in a note generally will equal the U.S. dollar value of the purchase price of such notes on the date of purchase (determined by translating the purchase price into U.S. dollars at the spot rate on the date of purchase), increased by any OID or market discount previously included in income by that holder with respect to the notes, and decreased by any deductions previously allowed for amortizable bond premium and by the amount of any payments of principal or OID previously included in income by that holder with respect to the notes. The U.S. Holder's amount realized on the sale or other taxable disposition of the notes generally will be the U.S. dollar value of such amount using the spot rate on the date of disposition. Any gain or loss on the sale or other taxable disposition generally will be treated as from U.S. sources and generally will be capital gain or loss, and will be long-term capital gain or loss if at the time of sale the note has been held for more than one year. The claim of a deduction in respect of a capital loss is subject to limitations.

Upon the sale, exchange, retirement or other taxable disposition of, or the payment of principal on, a note, a U.S. Holder generally will recognize foreign currency gain or loss equal to the difference between the U.S. dollar value of the issue price using the spot rate on the date of such disposition or payment and the U.S. dollar value of the issue price using the spot rate on the issue date. Any foreign currency gain or loss on the notes will be treated as U.S. source ordinary income or loss and generally will not be treated as an adjustment to interest income. Such foreign currency gain or loss is recognized on the disposition of the notes or payment of principal on the notes only to the extent of total gain or loss recognized on such disposition or payment. U.S. Holders should consult their own independent tax advisors concerning the application of the foreign currency exchange rules to their particular circumstances.

## **Information Reporting and Backup Withholding**

Each U.S. Holder may be subject, under certain circumstances, to information reporting and backup withholding with respect to payments of interest on, and gross proceeds from a sale, exchange or other disposition (including payment of principal) of a note. These backup withholding rules apply if such holder, among other things, fails to (i) furnish its correct taxpayer identification number, (ii) certify that it is not subject to backup withholding, or (iii) otherwise comply with applicable backup withholding requirements. Backup withholding will not apply with respect to payments to certain exempt recipients, such as corporations and financial institutions. Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against a holder's U.S. federal income tax liability. A holder may obtain a refund of any excess amounts withheld under the backup withholding rules by filing the appropriate claim for a refund with the IRS.

## **State Tax Matters**

Because of the variation in the tax laws of each state and locality, it is impossible to predict the tax classification of the trust or the tax consequences to the trust or to Holders in all of the state and local taxing jurisdictions in which they may be subject to tax. Prospective investors are encouraged to consult their tax advisors with respect to the state and local taxation of the trust and state and local tax consequences of the purchase, ownership and disposition of notes.

## **Information With Respect to Foreign Financial Assets**

Individuals that own “specified foreign financial assets” with an aggregate value in excess of \$50,000 generally are required to file an information report on IRS Form 8938 (Statement of Foreign Financial Assets) with respect to such assets with their tax returns. Penalties for failure to file certain of these information returns are substantial. “Specified foreign financial assets” include any financial accounts maintained by foreign financial institutions, as well as any of the following, but only if they are not held in accounts maintained by financial institutions: (i) stocks and securities issued by non-United States persons, (ii) financial instruments and contracts held for investment that have non-United States issuers or counterparties, and (iii) interests in foreign entities. The notes offered hereunder may be subject to these rules. U.S. Holders should consult with their independent tax advisors regarding the requirements of filing information returns under these rules, including the requirement to file an IRS Form 8938 for prior tax years in which the obligation to file such form was suspended.

## **Foreign Account Tax Compliance Act**

Under the Foreign Account Tax Compliance Act (“FATCA”), subject to certain exceptions, a 30% withholding tax applies to “withholdable payments” which include, among other things, payments of U.S. source interest (including OID) paid on debt obligations and, after December 31, 2016, the gross proceeds of a disposition of a debt obligation that gives rise to U.S. source interest. No earlier than six months after the date on which final U.S. tax regulations defining “foreign passthru payment” are filed for publication, this FATCA withholding tax may also apply to “foreign passthru payments,” which are certain payments that are treated as attributable to withholdable payments under the FATCA regulations. The application of the FATCA rules to the trust is subject to uncertainty. U.S. Holders should consult their own independent tax advisor regarding the possible effects of FATCA on an investment in the notes.

**The U.S. federal income tax discussion set forth above may not be applicable depending upon a U.S. Holder’s particular tax situation, and does not purport to address the issues described with the degree of specificity that would be provided by a taxpayer’s own tax advisor. We suggest that prospective purchasers consult their own independent tax advisors with respect to the potential tax consequences to them of the purchase, ownership and disposition of the notes and the possible effects of changes in U.S. federal income tax laws.**

## ERISA CONSIDERATIONS

### General Investment Considerations

The Employee Retirement Income Security Act of 1974, as amended, or “ERISA”, and the Code impose certain duties and requirements on employee benefit plans and other retirement plans and arrangements (such as individual retirement accounts and Keogh plans) that are subject to Title I of ERISA and/or Section 4975 of the Code, referred to as “plans”, and certain entities (including insurance company general accounts) whose assets are deemed to include assets of plans and on persons who are fiduciaries of plans. Any person who exercises any authority or control over the management or disposition of a plan’s assets is considered to be a fiduciary of that plan. In accordance with ERISA’s general fiduciary standards, before investing in the notes, a plan fiduciary should determine, among other factors:

- whether the investment is permitted under the plan’s governing documents.
- whether the fiduciary has the authority to make the investment,
- whether the investment is inconsistent with the plan’s funding objectives,
- the tax effects, if any, of the investment,
- whether under the general fiduciary standards of investment prudence and diversification an investment in any notes of the trust is appropriate for the plan, taking into account the overall investment policy of the plan and the composition of the plan’s investment portfolio, and
- whether the investment is prudent considering the factors discussed in this offering memorandum.

In addition, ERISA and Section 4975 of the Code prohibit a broad range of transactions involving assets of a plan and persons who are “parties in interest” under ERISA or “disqualified persons” under Section 4975 of the Code with respect to such plans. A violation of these rules may result in the imposition of significant excise taxes and other liabilities.

A fiduciary of any plan should carefully review with its independent legal and other advisors whether the purchase or holding of any notes could give rise to a transaction prohibited or otherwise impermissible under ERISA or Section 4975 of the Code. Unless otherwise specified, references to the purchase and holding of the notes in this section also refers to the purchase and holding of a beneficial interest in the notes.

### Prohibited Transactions

Whether or not an investment in the notes will give rise to a transaction prohibited or otherwise impermissible under ERISA or Section 4975 of the Internal Revenue Code will depend on the structure of the trust and whether the assets of the trust will be deemed to be “plan assets” of a plan investing in notes issued by the trust. Pursuant to a regulation issued by the U.S. Department of Labor as modified by Section 3(42) of ERISA, or the “plan assets regulation”, a plan’s assets may be deemed to include an interest in the underlying assets of the trust if the plan acquires an “equity interest” in the trust and none

of the exceptions contained in the plan assets regulation are applicable. In general, an “equity interest” is defined under the plan assets regulation as any interest in an entity other than an instrument which is treated as indebtedness under applicable local law and which has no substantial equity features.

Although no assurance can be given, the notes are expected to be treated as “debt” and not as “equity interests” for purposes of plan assets regulation issued by the U.S. Department of labor because the notes:

- are expected to be treated as debt for U.S. federal income tax purposes, and
- should not be deemed to have any “substantial equity features”.

This assessment is based upon the traditional debt features of the notes, including the reasonable expectation of purchasers of the notes that the notes will be repaid when due, traditional default remedies, and on the absence of conversion rights, warrants and other typical equity features.

Even if the notes are treated as debt for ERISA purposes, the purchase and holding of notes by or on behalf of a plan could be considered to give rise to a direct or indirect prohibited transaction under ERISA and Section 4975 of the Code if the trust, the issuer trustee, the indenture trustee, any initial purchaser, certain noteholders or any of their respective affiliates, including CNH Capital Canada, is or becomes a “party in interest” under ERISA or a “disqualified person” under Section 4975 of the Code with respect to the plan. In addition, if the notes were to be reclassified as equity interests, additional prohibited transactions could occur in trust operations. In such cases, exemptions from the prohibited transaction rules could be applicable to the purchase and holding of notes by a plan depending on the type and circumstances of the plan fiduciary making the decision to purchase a note and the relationship of the party in interest to the plan investor. Included among these exemptions are:

- prohibited transaction class exemption, or “PTCE”, 84-14, regarding transactions effected by qualified professional asset managers;
- PTCE 90-1, regarding transactions entered into by insurance company pooled separate accounts;
- PTCE 91-38, regarding transactions entered into by bank collective investment funds;
- PTCE 95-60, regarding transactions entered into by insurance company general accounts; and
- PTCE 96-23, regarding transactions effected by in-house asset managers.

In addition, Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code provide an exemption for certain transactions between a plan and a person that is a party in interest or disqualified person with respect to a plan solely by reason of providing services to the plan or a relationship with such a service provider (other than a party in interest or a disqualified person that is, or is an affiliate of, a fiduciary with respect to the assets of the plan involved in the transaction), provided the plan pays no more than, and receives no less than, adequate consideration in connection with the transaction. However, even if the conditions specified in one or more of the foregoing exemptions are met, the scope of relief

provided by these exemptions may not necessarily cover all acts that might be construed as prohibited transactions.

Any plan that purchases and holds notes of any class will be deemed to have represented that its purchase and holding of the notes does not constitute and will not result in a non-exempt prohibited transaction under Title I of ERISA or Section 4975 of the Internal Revenue Code due to the applicability of a statutory or administrative exemption from the prohibited transaction rules.

### **Benefit Plans Not Subject to ERISA or the Internal Revenue Code**

Certain employee benefit plans, such as governmental plans, non-U.S. plans and certain church plans (each as defined or described in ERISA) are not subject to the prohibited transaction provisions of ERISA and Section 4975 of the Code. However, such plans may be subject to provisions of other United States federal, state, local or non-U.S. laws or regulations that are substantially similar to Title I of ERISA or Section 4975 of the Code (each, a “similar law”). In addition, any such plan that is qualified and exempt from taxation under Sections 401(a) and 501(a) of the Internal Revenue Code is subject to the prohibited transaction rules set forth in Section 503 of the Internal Revenue Code. Each plan that is subject to any similar law, and each person acting on behalf of or investing assets of such a plan, that purchases and holds the notes will be deemed to represent that its purchase and holding of the notes does not constitute and will not result in a violation of such similar laws.

### **CERTAIN CANADIAN FEDERAL INCOME TAX MATTERS**

The following is a summary, as of the date of this offering memorandum, of the principal Canadian federal income tax considerations generally applicable to a holder of notes who acquires notes pursuant to this offering memorandum and who, for the purposes of the *Income Tax Act* (Canada), or the “Canadian Tax Act”, and at all relevant times, (i) is neither resident in nor deemed to be resident in Canada, (ii) deals at arm’s length with the trust, any specified beneficiary of the trust, and any transferee resident (or deemed to be resident) in Canada to whom the purchaser disposes of the notes, (iii) does not use or hold the notes in carrying on a business in Canada and (iv) is not an insurer carrying on an insurance business in Canada and elsewhere (a “non-resident holder”). This summary assumes that no interest paid on the notes will be in respect of a debt or other obligation to pay an amount to a person with whom the trust does not deal at arm’s length for purposes of the Canadian Tax Act.

This summary is based upon the current provisions of the Canadian Tax Act and the regulations issued thereunder in force as of the date hereof, all specific proposals to amend the Canadian Tax Act and the regulations thereunder publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof, or collectively, the “tax proposals”, and an understanding of the administrative policies and assessing practices of the Canada Revenue Agency, or the “CRA”, published in writing by the CRA prior to the date hereof. This summary is not exhaustive of all possible Canadian federal income tax considerations, and, except for the tax proposals, does not take into account or anticipate any changes in law or CRA administrative policies or assessing practices, whether by way of legislative, governmental or judicial decision or action, nor does it take into account or consider any other federal tax considerations or any provincial, territorial or foreign tax considerations, which may differ materially from those discussed herein. While this summary assumes that the tax proposals will be enacted in the form proposed, no

assurance can be given that this will be the case, and no assurance can be given that judicial, legislative or administrative changes will not modify or change the statements below.

**The following is only a general summary of certain Canadian non-resident withholding and other tax provisions which may affect a non-resident holder of the notes described in this offering memorandum. This summary is not, and is not intended to be, and should not be construed to be, legal or tax advice to any particular non-resident holder and no representation with respect to the income tax consequences to any particular non-resident holder is made. Persons considering investing in notes should consult their own independent tax advisors with respect to the tax consequences of acquiring, holding and disposing of notes having regard to their own particular circumstances.**

No Canadian withholding tax will apply to interest or principal paid or credited to a non-resident holder by the trust, or to proceeds received by a non-resident holder on the disposition of a note, including a redemption and payment on maturity.

No other taxes will be payable by a non-resident holder on interest or principal or on proceeds received by a non-resident holder on the disposition of a note.

#### **PLAN OF DISTRIBUTION**

Subject to the terms and conditions set forth in the underwriting agreement, the trust has agreed to sell, and the initial purchasers have agreed to purchase, in the amounts specified opposite each such initial purchaser's name in the table on page S-40 of the attached prospectus supplement, the entire principal amount of the notes.

The notes offered and sold pursuant to this offering memorandum will be resold by the initial purchasers to QIBs through their respective U.S. registered broker-dealer affiliates, acting as agents, in reliance on Rule 144A through privately negotiated transactions at varying prices. The notes are being offered concurrently but separately outside the United States to non-U.S. persons (as defined in Regulation S) in reliance on Regulation S.

The notes have not been and will not be registered under the Securities Act or the securities or blue sky laws of any state and may be offered or resold only under the circumstances described in "Notice to Investors".

CNH Capital Canada, in its capacity as seller, has agreed to indemnify the initial purchasers and their respective U.S. registered broker-dealer affiliates against certain liabilities, including civil liabilities under the Securities Act, or reimburse or contribute to payments the initial purchasers and their respective U.S. registered broker-dealer affiliates may be required to make in connection with such liabilities.

## NOTICE TO INVESTORS

Each investor in any of the notes offered and sold pursuant to this offering memorandum will, by purchasing any such note or any interest or participation in any such note, be deemed to have made the following acknowledgements, representations and agreements:

- (1) It agrees not to (a) offer the notes or any interest or participation in such notes or (b) sell, transfer, assign, participate, pledge or otherwise dispose of the notes or any interest or participation in such notes (any such act, a “note transfer”), except in compliance with:
  - the indenture, dated as of September 1, 2000, between the trust and BNY Trust Company of Canada, as indenture trustee, or the “indenture trustee”, as supplemented by the indenture supplement to be dated on or about February 26, 2015, between the trust and the indenture trustee in respect of the Series 2015-1 notes,
  - the Securities Act, and
  - the restrictions and conditions in the legend on the notes set forth in “Note Legend” in this offering memorandum.
- (2) It understands that the notes have not been and will not be registered under the Securities Act or the securities or blue sky laws of any state.
- (3) It understands that offers of the notes or any interest or participation in the notes or note transfers are only permitted if made in compliance with the Securities Act and other applicable laws and only (a) pursuant to Rule 144A to a person that the holder reasonably believes is a QIB purchasing for its own account or for the account of a QIB, whom the holder has informed, in each case, that the reoffer, resale, pledge or other transfer is being made in reliance on Rule 144A, (b) to CNH Capital Canada or its affiliates, (c) pursuant to a registration statement that has become effective under the Securities Act, (d) pursuant to Rule 904 of Regulation S under the Securities Act for offers and sales that occur outside the United States or (e) pursuant to another available exemption from the registration requirements of the Securities Act and other applicable securities laws, subject to the right of CNH Capital Canada and the indenture trustee, before any offer, sale or other transfer pursuant to clause (d) or (e), to require the delivery of an opinion of counsel, certificates and/or other information satisfactory to CNH Capital Canada and the indenture trustee in order to permit such transfer and the legend to be removed.
- (4) It acknowledges that neither the trust nor any person representing the trust has made any representation to it with respect to the trust, the series assets or the offering or sale of the notes, other than the information contained or referred to in this offering memorandum that has been delivered to it and upon which it is relying in making its investment decision with respect to such notes. It has had access to such financial and other information concerning the trust, the series assets and the notes as it has deemed

necessary in connection with its decision to purchase the notes, including an opportunity to ask questions of and request information from the trust.

- (5) It represents that it (a) is a QIB, (b) is aware that the sale to it is being made in reliance on Rule 144A under the Securities Act and if it is acquiring the notes or any interest or participation in such notes for the account of another QIB, such other QIB is aware that the sale is being made in reliance on Rule 144A under the Securities Act and (c) is acquiring the notes or any interest or participation in such notes for its own account or for the account of another QIB.
- (6) It represents that it is purchasing the notes for its own account, or for one or more investor accounts for which it is acting as fiduciary or agent, in each case, for investment, and not with a view to offer, transfer, assign, participate, pledge or otherwise dispose of such notes in connection with any distribution of such notes that would violate the Securities Act.
- (7) It represents that if it is subject to Title I of ERISA, Section 4975 of the Code, or any similar law, its purchase and holding of the notes or any interest or participation in the notes does not constitute and will not result in a non-exempt prohibited transaction under Title I of ERISA or Section 4975 of the Code due to the applicability of a statutory or administrative exemption from the prohibited transaction rules (or, if it is subject to any similar law, its purchase and holding of the notes or any interest or participation in the notes does not constitute and will not result in a violation of such similar laws).
- (8) It understands that any purported note transfer in contravention of any of the restrictions and conditions described above will be void and the purported transferee will not be recognized by the trust or any other person as a noteholder for any purpose.
- (9) It agrees to treat the notes as indebtedness for applicable United States federal, state and local income and franchise tax law purposes and for purposes of any other tax imposed on, or measured by, income.
- (10) It acknowledges that the trust will rely on the truth and accuracy of the acknowledgments, representations and agreements, and agrees that if any of the acknowledgments, representations and agreements deemed to have been made by it are no longer accurate, it will promptly notify the trust.

## **AVAILABLE INFORMATION**

To permit compliance with Rule 144A in connection with resales of the notes, the trust will furnish upon request to a holder and to any prospective purchaser designated by that holder, the information required to be delivered under Rule 144A(d)(4) under the Securities Act if at the time of the request the trust is not a reporting company under Section 13 or Section 15(d) of the Securities Exchange Act of 1934 and is not exempt from reporting under Rule 12g3-2(b) under the Securities Exchange Act of 1934.

## **LEGAL MATTERS**

Certain legal matters relating to the issuance of the notes in the United States will be passed upon by Osler, Hoskin & Harcourt LLP, Toronto, Ontario and New York, New York, on behalf of the trust and by Bennett Jones LLP, Toronto, Ontario and Katten Muchin Rosenman LLP, New York, New York on behalf of the initial purchasers.

This prospectus supplement, together with the amended and restated short form base shelf prospectus dated November 5, 2014 to which it relates, as amended or supplemented, and each document incorporated or deemed to be incorporated by reference in the short form base shelf prospectus, constitutes a public offering of securities offered pursuant to this prospectus supplement only in the jurisdictions where they may be lawfully offered for sale and in those jurisdictions only by persons permitted to sell such securities. **No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise.**

The securities offered under this prospectus supplement have not been, and will not be, registered under the United States Securities Act of 1933, as amended, or the “U.S. Securities Act”, or under the securities laws of any state of the United States of America, and may not be offered or sold within the United States of America or to, or for the account or benefit of, U.S. persons (within the meaning of Regulation S under the U.S. Securities Act, or “Regulation S”) unless an exemption from the registration requirements of such laws is available.

## PROSPECTUS SUPPLEMENT

### To an Amended and Restated Short Form Base Shelf Prospectus dated November 5, 2014

New Issue

February 18, 2015

## CNH Capital Canada Receivables Trust

**\$142,000,000 1.116% Class A-1 Receivable-Backed Notes, Series 2015-1**

**\$176,032,000 1.353% Class A-2 Receivable-Backed Notes, Series 2015-1**

**\$6,821,000 1.960% Class B Receivable-Backed Notes, Series 2015-1**

We (CNH Capital Canada Receivables Trust) may offer receivable-backed notes in an aggregate principal amount of up to \$2,100,000,000 during the twenty-five month period from the date of our short form base shelf prospectus dated November 7, 2013 (as amended by the Amended and Restated Short Form Base Shelf Prospectus dated November 5, 2014, the “**Shelf Prospectus**”). Under this prospectus supplement (the “**Prospectus Supplement**”) to the Shelf Prospectus, we will offer \$142,000,000 of 1.116% Class A-1 Receivable-Backed Notes, Series 2015-1 (the “**Class A-1 Notes**”), \$176,032,000 of 1.353% Class A-2 Receivable-Backed Notes, Series 2015-1 (the “**Class A-2 Notes**”) and together with the Class A-1 Notes, the “**Class A Notes**”) and \$6,821,000 of 1.960% Class B Receivable-Backed Notes, Series 2015-1 (the “**Class B Notes**”) and, collectively with the Class A Notes, the “**Series 2015-1 Notes**”).

<u>Series 2015-1 Notes</u>	<u>Amount Offered</u>	<u>Interest Rate<sup>(1)</sup></u>	<u>Final Scheduled Maturity Date</u>	<u>Expected Ratings DBRS/Moodv’s</u>
Class A-1.....	\$142,000,000	1.116%	October 16, 2017	AAA(sf)/Aaa(sf)
Class A-2.....	\$176,032,000	1.353%	April 15, 2021	AAA(sf)/Aaa(sf)
Class B.....	\$6,821,000	1.960%	April 18, 2022	A(sf)/A2(sf)

(1) Interest on the Series 2015-1 Notes will be calculated and payable monthly in arrears.

<u>Series 2015-1 Notes</u>	<u>Price to the Public</u>	<u>Underwriters’ Fee<sup>(1)(2)</sup></u>	<u>Aggregate Proceeds to the Trust<sup>(2)</sup></u>
Class A-1.....	Non-Fixed Price	\$248,500.00	\$142,000,000
Class A-2.....	Non-Fixed Price	\$466,484.80	\$176,032,000
Class B.....	Non-Fixed Price	\$27,284.00	\$6,821,000
Total.....		<u>\$742,268.80</u>	<u>\$324,853,000</u>

(1) Consisting of \$1.75 per \$1,000 principal amount of Class A-1 Notes, \$2.65 per \$1,000 principal amount of Class A-2 Notes and \$4.00 per \$1,000 principal amount of Class B Notes. If the Class B Notes are purchased by CNH Industrial Capital Canada Ltd. on the closing of this offering, the underwriting fees for the Class B Notes will be zero. The Underwriters’ overall compensation will increase or decrease by the amount by which the aggregate price paid for the Series 2015-1 Notes by purchasers exceeds or is less than the gross proceeds of the offering paid by the Underwriters to the Trust. See “Plan of Distribution” in this Prospectus Supplement.

(2) Expenses of the offering, together with the Underwriters’ fees, will be paid by CNH Industrial Capital Canada Ltd. and not out of the proceeds of the offering.

*Joint Bookrunners of the Series 2015-1 Notes*

**RBC Dominion Securities Inc.**

**BMO Nesbitt Burns Inc.**

*Co-Managers of the Class A Notes*

**Merrill Lynch Canada Inc.**

**TD Securities Inc.**

*(continued on next page)*

(Continued from preceding page)

RBC Dominion Securities Inc., BMO Nesbitt Burns Inc., Merrill Lynch Canada Inc., and TD Securities Inc. (collectively, the “**Underwriters**”) are the underwriters of the Series 2015-1 Notes. The Underwriters, as principals, conditionally offer the Series 2015-1 Notes, subject to prior sales, if, as and when issued by us and accepted by the Underwriters in accordance with the conditions contained in the Underwriting Agreement referred to under “Plan of Distribution” and subject to the approval of certain legal matters at closing on our behalf by Osler, Hoskin & Harcourt LLP and on behalf of the Underwriters by Bennett Jones LLP. The Series 2015-1 Notes are being offered by this Prospectus Supplement outside the United States to non-U.S. persons (as defined in Regulation S under the U.S. Securities Act) in reliance on Regulation S. The Series 2015-1 Notes are being offered concurrently but separately within the United States and to, or for the account or benefit of, U.S. persons (within the meaning of Regulation S) that are, “qualified institutional buyers” (as defined in Rule 144A under the U.S. Securities Act (“**Rule 144A**”)) in reliance on Rule 144A.

The Series 2015-1 Notes will be offered to purchasers at prices to be negotiated between each purchaser and the Underwriters. Accordingly, the price at which the Series 2015-1 Notes will be offered and sold to purchasers may vary as between purchasers and during the period of distribution of the Series 2015-1 Notes. The Underwriters’ overall compensation will increase or decrease by the amount by which the aggregate price paid for the Series 2015-1 Notes by purchasers exceeds, or is less than, the aggregate price paid by the Underwriters to us for the Series 2015-1 Notes.

**There is no market through which the Series 2015-1 Notes may be sold and you may not be able to resell securities purchased under this Prospectus Supplement. This may affect the pricing of the securities in the secondary market, the transparency and availability of trading prices, the liquidity of the securities, and the extent of issuer regulation. See Risk Factors. The Underwriters currently intend to make a market in the Series 2015-1 Notes, but they are under no obligation to do so. There can be no assurance that a secondary market will develop or that, if a secondary market does develop, it will provide you with liquidity or that it will continue for the life of the Series 2015-1 Notes purchased. The Underwriters may effect transactions that stabilize or maintain the price of the Series 2015-1 Notes to be offered at a level different from that which might otherwise prevail in an open market. Such transactions, if commenced, may be discontinued at any time. See “Plan of Distribution”.**

**An investment in the Series 2015-1 Notes bears certain risks. See “Risk Factors” in this Prospectus Supplement and the Shelf Prospectus.**

Subscriptions for the Series 2015-1 Notes will be received subject to rejection or allotment in whole or in part and the right is reserved to close the subscription books at any time without notice. It is intended that the closing of this offering will occur on or about February 26, 2015 or on such other date as we and the Underwriters may agree, but, in any event, not later than March 3, 2015. Delivery of the Series 2015-1 Notes in book-entry form will be made through CDS Clearing and Depository Services Inc. on or about the closing date against payment in immediately available funds. Definitive certificates for the Series 2015-1 Notes will not be issued to purchasers except in certain limited circumstances. See “Book-Entry Securities” in the Shelf Prospectus.

**THE SERIES 2015-1 NOTES WILL NOT REPRESENT INTERESTS IN OR OBLIGATIONS OF CNH INDUSTRIAL CAPITAL CANADA LTD., ANY SERVICER, THE ADMINISTRATOR, THE TRUSTEE (OTHER THAN IN ITS CAPACITY AS TRUSTEE OF THE TRUST), THE INDENTURE TRUSTEE, THE UNDERWRITERS, THE BENEFICIARIES OF THE TRUST, OR ANY AFFILIATE OF ANY OF THE FOREGOING. NONE OF THESE ENTITIES HAS REPRESENTED OR UNDERTAKEN THAT THE RECEIVABLES OR THE COLLATERAL WILL REALIZE THEIR FACE VALUE OR ANY PART THEREOF AND, ACCORDINGLY, NEITHER THE TRUST NOR ITS CREDITORS WILL HAVE ANY CLAIM AGAINST ANY OF THESE ENTITIES FOR ANY DEFICIENCY ARISING IN THE REALIZATION OF THE RECEIVABLES OR THE COLLATERAL. THE SERIES 2015-1 NOTES ARE NOT “DEPOSITS” WITHIN THE MEANING OF THE CANADA DEPOSIT INSURANCE CORPORATION ACT AND NONE OF THE SERIES 2015-1 NOTES, THE RECEIVABLES OR THE COLLATERAL IS INSURED OR GUARANTEED BY THE CANADA DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENTAL AGENCY.**

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## DOCUMENTS INCORPORATED BY REFERENCE

The following documents, which have been filed with the various securities commissions and other securities regulatory authorities in each of the provinces and territories of Canada are incorporated by reference into the Shelf Prospectus as of the date of this Prospectus Supplement solely for the purpose of the offering of the Series 2015-1 Notes described in this Prospectus Supplement:

- (a) the annual information form of the Trust dated May 9, 2014;
- (b) the comparative audited annual financial statements of the Trust for the years ended December 31, 2013 and 2012, including the independent auditor's report thereon and management's discussion and analysis;
- (c) the unaudited interim quarterly report of the Trust for the nine months ended September 30, 2014, including management's discussion and analysis for this period (the "**Q3 Quarterly Report**");
- (d) the investor presentation dated February 17, 2015 and filed on February 18, 2015, prepared for potential investors in connection with the offering of the Series 2015-1 Notes;
- (e) the indicative transaction terms dated February 17, 2015 and filed on February 17, 2015, prepared for potential investors in connection with the offering of the Series 2015-1 Notes (the "**Indicative Transaction Terms**");
- (f) the template guidance term sheet dated February 18, 2015 and filed on February 18, 2015, prepared for potential investors in connection with the offering of the Series 2015-1 Notes (the "**Guidance Term Sheet**");
- (g) the revised template guidance term sheet dated February 18, 2015 and filed on February 18, 2015, prepared for potential investors in connection with the offering of the Series 2015-1 Notes (the "**Revised Guidance Term Sheet**" and together with the Indicative Transaction Terms and the Guidance Term Sheet, the "**Term Sheets**"); and
- (h) the Final Term Sheet (as defined below).

Contents of the Term Sheets that conflict with statements contained in this Prospectus Supplement are modified or superseded by such statements, to the extent of such conflict. Any statement contained in the Term Sheets that conflicts with a statement contained in the Final Term Sheet (as defined below) is modified or superseded by such statement contained in the Final Term Sheet (as defined below), to the extent of such conflict.

The Revised Guidance Term Sheet did not include certain terms of the offering of the Series 2015-1 Notes. The final terms of the Series 2015-1 Notes include, (i) with respect to the Class A-1 Notes, an annual interest rate of 1.116% and a semi-annual yield of 1.119%, (ii) with respect to the Class A-2 Notes, an annual interest rate of 1.353% and a semi-annual yield of 1.357%, and (iii) with respect to the Class B Notes, an annual interest rate of 1.960% and a semi-annual yield of 1.968%. Pursuant to subsection 9A.3(7) of National Instrument 44-102 – *Shelf Distributions*, the Trust has prepared a final Term Sheet dated February 18, 2015 and filed on February 18, 2015 (the "**Final Term Sheet**") to reflect the modifications discussed above, a blackline of which has been prepared. A copy of the Final Term Sheet and associated blackline comparing the Final Term Sheet to the Revised Guidance Term Sheet can be viewed under the Trust's profile on [www.sedar.com](http://www.sedar.com).

Any annual information forms, material change reports (excluding confidential reports), comparative unaudited interim quarterly reports, comparative annual audited financial statements and annual filings filed by us with the securities commissions or other securities regulators in the provinces and territories of Canada subsequent to the date of this Prospectus Supplement and prior to the expiry of the Shelf Prospectus will be deemed to be incorporated by reference into the Shelf Prospectus. Upon a new annual information form and the related comparative annual audited financial statements being filed by us with, and where required, accepted by, the applicable securities commissions or other securities regulators during the currency of the Shelf Prospectus, the previous annual information form, the previous comparative annual audited financial statements and all comparative unaudited interim quarterly reports, material change reports and annual filings filed prior to the commencement of our financial year in which the new annual information form was filed will be deemed no longer to be incorporated into the Shelf Prospectus for purposes of future offers and sales of securities under the Shelf Prospectus.

Except as referenced above, no other document or information is incorporated by reference into or forms part of the Shelf Prospectus or this Prospectus Supplement.

Pursuant to an MRRS decision document dated May 30, 2006, a decision document dated July 25, 2008 and a decision document dated November 4, 2013 under the mutual reliance review system, the Trust is exempt from the requirements to file and deliver quarterly financial statements and interim certificates provided that, *inter alia*, the Trust (i) within 60 days after the end of each fiscal quarter of the Trust (or within 45 days of the end of such fiscal quarter if the Trust is not a venture issuer at the end of such fiscal quarter), provides to noteholders who so request and contemporaneously files on SEDAR a modified management's discussion and analysis concerning the Receivables in a form substantially similar to the Q3 Quarterly Report (such reports, the "Quarterly Reports") and interim certificate in the prescribed form, and (ii) within 120 days after the end of each fiscal year of the Trust (or within 90 days of the end of a fiscal year of the Trust if the Trust is not a venture issuer at the end of such fiscal year), provides to noteholders who so request and contemporaneously files on SEDAR management's discussion and analysis of the Trust for such fiscal year, annual certificate(s) in prescribed form, the annual servicer's compliance certificate required by the Sale and Servicing Agreement and the annual accountants' servicing report required by the Sale and Servicing Agreement. These documents will be available to Series 2015-1 noteholders upon request from the indenture trustee or on the internet at [www.sedar.com](http://www.sedar.com). The Quarterly Reports are not required to be, nor are they, reviewed by the Trust's auditors.

All material information in (i) the monthly servicer reports prepared by the servicer; (ii) the annual servicer's compliance certificate prepared by the servicer; and (iii) the annual accountants' servicing report prepared by our accountants will be contained in our interim and annual management's discussion and analysis.

Securities laws may require the monthly servicer reports prepared by the servicer, the annual servicer's compliance certificate prepared by the servicer and the annual accountants' servicing report prepared by our accountants respecting compliance by the servicer with the Uniform Single Attestation Program for Mortgage Bankers, or such other servicing standard acceptable to the provincial securities regulators, to be incorporated by reference in the Shelf Prospectus. We have obtained an exemption from such requirements from the provincial securities regulators, which exemption was evidenced by the issuance of a receipt for the Shelf Prospectus by such regulators.

**Any statement contained in this Prospectus Supplement or in a document incorporated or deemed to be incorporated by reference in this Prospectus Supplement will be deemed to be modified or superseded, for the purposes of this Prospectus Supplement to the extent that a statement contained in this Prospectus Supplement or in any other subsequently filed document which also is or is deemed to be incorporated by reference in this Prospectus Supplement modifies or supersedes that statement. The modifying or superseding statement need not state that it has**

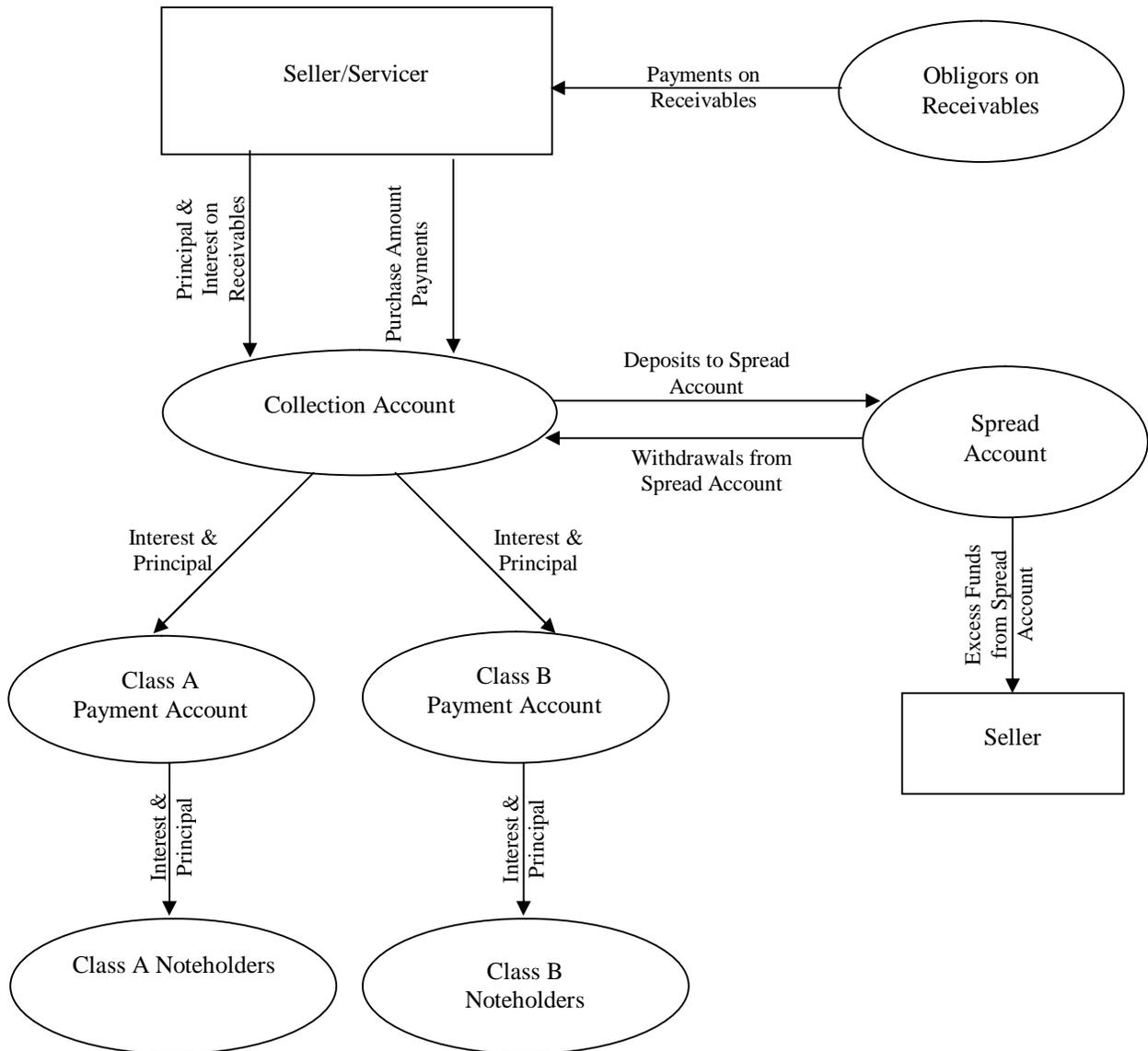
**modified or superseded a prior statement or include any other information set forth in the document which it modifies or supersedes. The making of a modifying or superseding statement will not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded will not constitute a part of this Prospectus Supplement, except as so modified or superseded.**

### **ELIGIBILITY FOR INVESTMENT**

The Class A Notes, if acquired on the date hereof, would be qualified investments under the *Income Tax Act* (Canada) (the “**Tax Act**”) and the regulations thereto (the “**Regulations**”) on the date hereof for a trust governed by a registered retirement savings plan (an “**RRSP**”), a registered retirement income fund (an “**RRIF**”), a deferred profit sharing plan, a registered education savings plan, a registered disability savings plan and a tax-free savings account (a “**TFSA**”), provided that, at that time, the Class A Notes have an investment grade rating with a prescribed credit rating agency under the Tax Act and the Regulations (which includes Moody’s and DBRS), as contemplated herein under “*Ratings*”. Provided that, for purposes of the Tax Act, the annuitant of an RRSP or RRIF or the holder of a TFSA deals at arm’s length with us and does not have a “significant interest” in us, the Class A Notes would not be a prohibited investment under the Tax Act on such date for such RRSP, RRIF or TFSA. Prospective purchasers of Class B Notes should consult their own tax advisors.

## SUMMARY OF DEPOSITS TO AND WITHDRAWALS FROM ACCOUNTS

The following diagram depicts the structuring of this transaction. The diagram is a simplified overview only and should be considered together with the information contained elsewhere in the Shelf Prospectus and this Prospectus Supplement.



## SUMMARY

*This summary highlights selected information from this Prospectus Supplement and does not contain all of the information that you need to consider in making your investment decision. To understand the terms of this offering, carefully read this entire Prospectus Supplement and the accompanying Shelf Prospectus to which it relates. All dollar amounts are expressed in Canadian dollars.*

### The Parties

<b>Issuer</b>	CNH Capital Canada Receivables Trust, a trust formed by the trustee under the laws of Ontario. We are a master trust that issues securities and other obligations to finance the acquisition of financial assets from CNH Industrial Capital Canada Ltd. (formerly known as CNH Capital Canada Ltd.)
<b>Trustee</b>	Computershare Trust Company of Canada, a trust company established under the laws of Canada and licensed to carry on the business of a trust company in all provinces and territories of Canada, will act as our trustee.
<b>Administrator</b>	CNH Industrial Capital Canada Ltd., a corporation formed under the laws of Alberta, will act as our administrator. The administrator is an indirect wholly-owned subsidiary of CNH Industrial N.V.
<b>Seller</b>	CNH Industrial Capital Canada Ltd. (in such capacity, “ <b>CNH Capital</b> ” or the “ <b>seller</b> ”) will be the seller of the receivables, which we will acquire with the proceeds of the Series 2015-1 Notes described in this Prospectus Supplement.
<b>Servicer</b>	CNH Capital is the servicer of the receivables.
<b>Indenture Trustee</b>	BNY Trust Company of Canada, a trust company established under the laws of Canada and licensed to carry on the business of a trust company in all provinces and territories of Canada or exempt from such requirements, will act as indenture trustee.

### The Offering

**Series 2015-1 Notes** We will issue the following Series 2015-1 Notes under this Prospectus Supplement:

<b>Series 2015-1 Notes</b>	<b>Initial Principal Balance</b>	<b>Interest Rate</b>
Class A-1.....	\$142,000,000	1.116%
Class A-2.....	\$176,032,000	1.353%
Class B .....	\$6,821,000	1.960%

The Class A-2 Notes will be subordinated in right of principal payment to, and provide credit enhancement for, the Class A-1 Notes to the extent described herein. The Class B Notes will be subordinated to, and provide credit enhancement for, the Class A Notes to the extent described herein.

## **Payment Dates**

Payments on the Series 2015-1 Notes will be payable on “**payment dates**”, which will be the 15<sup>th</sup> day of each calendar month (or, if not a business day, the next business day), beginning with March 16, 2015. A “**business day**” means any day other than a Saturday, a Sunday or a day on which banking institutions or trust companies in Toronto, Ontario or Chicago, Illinois are authorized or obligated by law, regulation or executive order to remain closed.

## **Interest Payments**

The Class A-1 Notes will bear interest on the outstanding principal balance of such class at a rate of 1.116% per annum. The Class A-2 Notes will bear interest on the outstanding principal balance of such class at a rate of 1.353% per annum. The Class B Notes will bear interest on the outstanding principal balance of such class at a rate of 1.960% per annum.

See “Details of the Offering – Payments of Interest” and “Description of the Sale and Servicing Agreement – Distributions” for additional details regarding payments of interest on the Series 2015-1 Notes.

## **Principal Payments**

The aggregate amount of principal payments to be made on the Series 2015-1 Notes on each payment date generally will equal the decrease during the prior collection period in the Contract Value (as defined herein) of the receivables. The collection period with respect to any payment date is the calendar month preceding the calendar month in which such payment date occurs (or, in the case of the first payment date, the period from the beginning of the day after the cutoff date to and including the last day of the calendar month preceding the calendar month in which such payment date occurs).

Amounts allocated to payment of the principal on the Series 2015-1 Notes will be applied on a fully sequential basis, meaning that no principal payments will be made on the Class A-2 Notes until the Class A-1 Notes have been paid in full, and no principal payments will be made on the Class B Notes until the Class A-2 Notes have been paid in full (such priority of payment is referred to herein as “**sequentially**”).

See “Details of the Offering – Payments of Principal” and “Description of the Sale and Servicing Agreement – Distributions” for additional details regarding payments of principal on the Series 2015-1 Notes.

## **Receivables**

The property and assets that will secure the Series 2015-1 Notes will be the pool of fixed rate retail instalment sale contracts, including split rate retail instalment sale contracts, used to finance the purchase of new and used agricultural and construction equipment which we describe in this Prospectus Supplement under “The Receivables Pool”. We refer to these contracts as the “**contracts**”, to the contracts and related security interests as the “**receivables**”, to the pool of those receivables as the “**receivables pool**” and to the persons who financed their purchase with the contracts as “**obligors**”.

The seller will sell the receivables to us. On the closing date, we will acquire receivables with an aggregate Contract Value of \$324,853,476.51.

## **Optional Redemption**

The servicer may exercise a “**clean-up**” call to purchase the receivables from and after such time as the aggregate Contract Value of the receivables

declines to 10% or less of the aggregate Contract Value of the receivables as of the cutoff date. If the servicer exercises its clean-up call, we will redeem in whole, but not in part, the outstanding Series 2015-1 Notes on the payment date on which the servicer exercises its clean-up call. The redemption price will be equal to the unpaid principal amount of the Series 2015-1 Notes, plus accrued and unpaid interest thereon.

## **Collateral**

We will grant a security interest in the receivables and in the other property related to or derived from the receivables to the indenture trustee on behalf of the holders of Series 2015-1 Notes, the servicer, the administrator and the seller, as lender of the subordinated spread account loan. The property securing the Series 2015-1 Notes and other liabilities relating to the Series 2015-1 Notes and the receivables is referred to as the “**collateral**” and will also include:

- collections on and moneys received under the receivables after the close of business on the cutoff date of January 31, 2015 (the “**cutoff date**”);
- amounts held on deposit in trust accounts maintained by us or the servicer on our behalf for the benefit of the Series 2015-1 Notes (being the collection account, the Class A payment account, the Class B payment account and the spread account);
- security interests in the equipment financed under the receivables or related contracts and any property obtained in a default situation under those security interests;
- any recourse the seller has against the dealers from which the receivables were purchased (other than amounts in dealers’ reserve accounts);
- any proceeds from claims on insurance policies covering the obligors or the equipment financed under the receivables;
- all of our rights under the sale and servicing agreement with the seller; and
- all proceeds of any of the foregoing.

## **Indenture**

We and the indenture trustee are parties to a master trust indenture which provides for the creation and issuance by us of notes and other securities for the purposes of financing the acquisition of pools of financial assets from the seller. The Series 2015-1 Notes will be created and issued pursuant to a supplemental indenture (the “**series supplement**”) to the master trust indenture. We refer to the master trust indenture, as amended and supplemented by the series supplement, as the “**indenture**”.

## **Priority of Payments**

On each payment date, available collections, plus funds transferred from various trust bank accounts as described above, will be applied to the following (in the priority indicated):

- (1) to pay the accrued and unpaid servicing fees to a successor servicer, if any;

- (2) to pay trustee and administration fees;
- (3) to pay accrued and unpaid interest on the Class A-1 Notes and Class A-2 Notes, *pro rata* and *pari passu*;
- (4) to make principal payments on the Class A Notes, sequentially, equal to the excess of (x) the aggregate outstanding principal balance of the Class A Notes, over (y) the Asset Balance, as described under “Details of the Offering—Payments of Principal”;
- (5) to pay accrued and unpaid interest on the Class B Notes;
- (6) to make principal payments on the Class A Notes and the Class B Notes, sequentially, in an amount equal to the excess of (x) the outstanding principal balance of the Series 2015-1 Notes over (y) the Asset Balance, as described under “Details of the Offering—Payments of Principal”. This amount will be reduced by the amount of payments of principal to be made pursuant to clause (4) above;
- (7) to the spread account, to the extent necessary to maintain a Specified Spread Account Balance; and
- (8) the remaining balance, if any, to the spread account, after which any amounts on deposit in the spread account in excess of the Specified Spread Account Balance will be withdrawn and paid to the seller.

See “Description of the Sale and Servicing Agreement- Distributions” for additional details and special priority rules that would apply after an event of default and acceleration of the Series 2015-1 Notes.

## **Spread Account**

On the closing date, the seller will make an interest bearing subordinated spread account loan to us in the amount of \$6,984,349.74 (being 2.15% of the aggregate Contract Value of the receivables on the cutoff date) and we will deposit, or will cause to be deposited, the amount of such subordinated spread account loan in cash or eligible investments into the spread account.

The spread account will provide credit enhancement for the Series 2015-1 Notes.

To the extent that funds from principal and interest collections on the receivables are not sufficient to (a) pay the servicing fee, if any; (b) pay the administration fee and any unpaid fees or expenses of the indenture trustee or the trustee; and (c) make required payments of or deposits in respect of, principal and interest on the Series 2015-1 Notes, we will withdraw cash from the spread account for these purposes.

See “Credit Enhancement - Spread Account”.

## **Ratings**

We will not issue the Class A Notes offered hereby unless they are rated in the highest rating category for long-term obligations by each of DBRS Limited (“**DBRS**”) and Moody’s Investors Service, Inc. (“**Moody’s**”) (i.e., “AAA(sf)” by DBRS and “Aaa(sf)” by Moody’s).

We will not issue the Class B Notes offered hereby unless they are rated at

least “A(sf)” by DBRS and at least “A2(sf)” by Moody’s.

We cannot assure you that a rating agency will maintain its rating if circumstances change. If a rating agency changes its rating, no one has an obligation to provide additional credit enhancement or restore the original rating.

A rating is not a recommendation to buy, sell or hold the Series 2015-1 Notes.

**Closing Date**

On or about February 26, 2015 or such later date as may be agreed to by us, the seller and the Underwriters, but no later than March 3, 2015.

**THE COLLATERAL**

Although we will acquire various financial assets and other property in the future, the collateral for the Series 2015-1 Notes will solely consist of the following property:

- the receivables described in this Prospectus Supplement and collections received on those receivables after the close of business on the cutoff date of January 31, 2015;
- amounts held on deposit in trust accounts maintained by us or the servicer on our behalf for the benefit of the Series 2015-1 Notes (being the collection account, the Class A payment account, the Class B payment account and the spread account described in this Prospectus Supplement);
- security interests in the equipment financed under the receivables or related contracts and any property obtained in a default situation under those security interests;
- any recourse the seller has against the dealers from which the receivables were purchased;
- any proceeds from claims on insurance policies covering the obligors or the equipment financed under the receivables;
- all of our rights under the sale and servicing agreement; and
- all proceeds of any of the foregoing.

The aggregate Contract Value of the receivables on the cutoff date was \$324,853,476.51.

**THE RECEIVABLES POOL**

**The Receivables**

The receivables pool will include the receivables that we will purchase on the closing date, which are receivables owing pursuant to fixed rate retail instalment sale contracts. Fixed rate receivables may have one fixed interest rate throughout their term or may have “split” fixed interest rates. Split fixed interest rate receivables have one fixed rate applying for a portion of the term and a different fixed rate applying for the remainder of the term.

A number of calculations described in this Prospectus Supplement, and calculations required by the agreements governing the Series 2015-1 Notes, are based on the Contract Value of the receivables. “**Contract Value**” means, as of any calculation date, the present value of the scheduled and unpaid

payments on the receivables discounted monthly at an annual rate equal to the Specified Discount Factor, which exceeds the weighted average adjusted annual percentage rate of the receivables as of the cutoff date, plus, any amount of past due payments as of the applicable cutoff date. The “**Specified Discount Factor**” equals 4.25%. Any defaulted receivables liquidated by the servicer through the sale or other disposition of the related equipment or that the servicer has, after using all reasonable efforts to realize upon the related equipment, determined to charge off without realizing upon the related equipment are deemed to have a Contract Value of zero. Whenever we refer to a “**weighted average adjusted annual percentage rate**” in this Prospectus Supplement, we mean a weighted average annual percentage rate determined by converting the individual annual percentage rate of each receivable (other than receivables with a monthly payment frequency) to an equivalent annual percentage rate as if such receivable had a monthly payment frequency.

The Contract Value of any particular receivable may be greater than or less than its outstanding principal amount, depending primarily upon whether the annual percentage rate of that receivable is greater or less than the Specified Discount Factor. If a receivable’s annual percentage rate is greater than the Specified Discount Factor used in calculating its Contract Value, its Contract Value will be greater than its outstanding principal balance because the discount rate used to determine its Contract Value is lower than the annual percentage rate that generated the finance charge component of the scheduled payments that are discounted to determine the Contract Value. Conversely, if a receivable’s annual percentage rate is lower than the Specified Discount Factor used in calculating its Contract Value, its Contract Value will be less than its outstanding principal balance because the discount rate used to determine its Contract Value is greater than the annual percentage rate that generated the finance charge component of the scheduled payments that are discounted to determine the Contract Value.

Upon any prepayment, liquidation or charge off in full of a receivable, the Contract Value of that receivable will be reduced to zero. This will result in an inclusion in the amount of principal payable on the Series 2015-1 Notes on the related payment date of the full Contract Value of the prepaid receivable. However, in circumstances where the Contract Value of the prepaid, liquidated or charged off receivable exceeded its outstanding principal balance, the principal collected through the prepayment will be less than the resulting increase to the amount of principal distributable by an amount roughly equal to the excess of the receivable’s Contract Value over its outstanding principal balance immediately prior to the prepayment. This will generally happen when the annual percentage rate (adjusted for frequency of payment) of the prepaid receivable was greater than the Specified Discount Factor used to calculate its Contract Value. It may also result from early payments on the receivables, all of which are simple interest receivables.

## **Selection Criteria**

CNH Capital selected the receivables to sell to us in connection with this offering using several criteria, including the criteria set forth in the Shelf Prospectus under “Characteristics of the Receivables — Selection Criteria” and the additional criteria specifying that, as of the cutoff date:

- (a) each receivable arises under a retail instalment sale contract and has the properties described under “Legal Aspects of the Receivables — Security Interests in Financed Equipment” in the Shelf Prospectus;
- (b) each receivable has a remaining term to maturity of not more than 84 months; and
- (c) each receivable has a Contract Value as of the cutoff date that (when combined with the Contract Value of any other receivables with the same or an affiliated obligor) does not exceed 1.00% of the aggregate Contract Value of all the receivables.

The receivables are simple interest receivables. No receivable has a scheduled maturity later than the date that is six months prior to the final scheduled maturity date for the Class B Notes.

CNH Capital did not use selection procedures that it believed to be adverse to you in selecting the receivables.

The Contract Value of the receivables will represent approximately 100% of the sum of initial outstanding principal balances of the Series 2015-1 Notes.

The composition, distribution by contract annual percentage rate, distribution by equipment type, distribution by payment frequency, distribution by current Statistical Contract Value and geographic distribution, in each case, of the receivables as of the cutoff date, are set forth in the following tables. For purposes of the data in the following tables, “**Statistical Contract Value**” has been calculated as the sum of the current balances of the receivables on the servicer’s records as of the cut-off date. Percentage totals included in the following tables may not add up to 100.00% due to rounding.

In connection with the offering of the Series 2015-1 Notes, CNH Capital has performed a review of the receivables in the pool and the disclosure regarding those receivables set out in this Prospectus Supplement. In addition, portions of the review of legal matters and of the review of statistical information set forth below and in the receivables files were performed with the assistance of third parties engaged by CNH Capital.

### Composition of the Receivables as of the Cutoff Date

<u>Weighted Average Adjusted APR</u>	<u>Aggregate Statistical Contract Value</u>	<u>Number of Receivables</u>	<u>Weighted Average Remaining Term</u>	<u>Weighted Average Original Term</u>	<u>Average Statistical Contract Value</u>
3.62%	\$334,732,334.21	3,918	53.55 months	60.85 months	\$85,434.49

### Distribution by Contract APR<sup>(1)</sup> of the Receivables as of the Cutoff Date

<u>Contract APR Range</u>	<u>Number of Receivables</u>	<u>Aggregate Statistical Contract Value</u>	<u>Percent of Aggregate Statistical Contract Value</u>
0.00% to 0.99%	867	\$56,405,937.37	16.85%
1.00% to 1.99%	167	11,529,175.85	3.44%
2.00% to 2.99%	595	38,246,149.98	11.43%
3.00% to 3.99%	982	80,566,740.95	24.07%
4.00% to 4.99%	369	58,827,493.41	17.57%
5.00% to 5.99%	526	64,052,426.89	19.14%
6.00% to 6.99%	124	7,330,222.99	2.19%
7.00% to 7.99%	176	13,502,010.45	4.03%
8.00% to 8.99%	31	1,859,938.13	0.56%
9.00% to 9.99%	52	1,076,486.79	0.32%
10.00% to 10.99%	18	1,245,097.67	0.37%
11.00% to 11.99%	8	80,290.12	0.02%
12.00% to 12.99%	3	10,363.61	0.00%
<b>Total</b>	<b>3,918</b>	<b>\$334,732,334.21</b>	<b>100.00%</b>

(1) APR is the annual percentage rate of interest on the collateral.

**Distribution by Equipment Type of the Receivables as of the Cutoff Date**

<u>Equipment Type</u>	<u>Number of Receivables</u>	<u>Aggregate Statistical Contract Value</u>	<u>Percent of Aggregate Statistical Contract Value</u>
Agricultural			
New.....	1,488	\$123,353,432.17	36.85%
Used.....	2,219	198,382,763.93	59.27%
Construction			
New.....	158	10,695,890.42	3.20%
Used.....	53	2,300,247.69	0.69%
<b>Total</b>	<b>3,918</b>	<b>\$334,732,334.21</b>	<b>100.00%</b>

**Distribution by Payment Frequency of the Receivables as of the Cutoff Date**

<u>Payment Frequency</u>	<u>Number of Receivables</u>	<u>Aggregate Statistical Contract Value</u>	<u>Percent of Aggregate Statistical Contract Value</u>
Annual	1,029	\$105,008,987.35	31.37%
Irregular	119	15,432,415.47	4.61%
Monthly	1,071	45,692,831.63	13.65%
Quarterly	31	2,502,008.09	0.75%
Semi-Annual	1,668	166,096,091.67	49.62%
<b>Total</b>	<b>3,918</b>	<b>\$334,732,334.21</b>	<b>100.00%</b>

## Distribution by Current Statistical Contract Value of the Receivables as of the Cutoff Date

<u>Statistical Contract Value Range</u>	<u>Number of Receivables</u>	<u>Aggregate Statistical Contract Value</u>	<u>Percent of Aggregate Statistical Contract Value</u>
Up to \$5,000.00	55	\$166,565.95	0.05%
\$5,000.01 - \$10,000.00	209	1,605,105.90	0.48%
\$10,000.01 - \$15,000.00	251	3,157,857.40	0.94%
\$15,000.01 - \$20,000.00	280	4,924,430.70	1.47%
\$20,000.01 - \$25,000.00	297	6,641,087.95	1.98%
\$25,000.01 - \$30,000.00	251	6,858,698.90	2.05%
\$30,000.01 - \$35,000.00	204	6,590,177.28	1.97%
\$35,000.01 - \$40,000.00	183	6,860,617.20	2.05%
\$40,000.01 - \$45,000.00	163	6,908,674.84	2.06%
\$45,000.01 - \$50,000.00	152	7,186,617.86	2.15%
\$50,000.01 - \$55,000.00	126	6,584,838.71	1.97%
\$55,000.01 - \$60,000.00	122	7,008,223.38	2.09%
\$60,000.01 - \$65,000.00	89	5,552,958.92	1.66%
\$65,000.01 - \$70,000.00	89	6,043,355.87	1.81%
\$70,000.01 - \$75,000.00	65	4,688,867.47	1.40%
\$75,000.01 - \$80,000.00	70	5,425,313.21	1.62%
\$80,000.01 - \$85,000.00	63	5,180,422.39	1.55%
\$85,000.01 - \$90,000.00	51	4,474,629.65	1.34%
\$90,000.01 - \$95,000.00	51	4,697,217.58	1.40%
\$95,000.01 - \$100,000.00	56	5,457,081.08	1.63%
\$100,000.01 - \$200,000.00	657	94,911,703.35	28.35%
\$200,000.01 - \$300,000.00	298	72,518,975.12	21.66%
\$300,000.01 - \$400,000.00	88	29,889,481.15	8.93%
\$400,000.01 - \$500,000.00	18	7,693,930.44	2.30%
More than \$500,000.00	30	23,705,501.91	7.08%
<b>Total</b>	<b>3,918</b>	<b>\$334,732,334.21</b>	<b>100.00%</b>

## Geographic Distribution of the Receivables as of the Cutoff Date

<u>Province<sup>(1)</sup></u>	<u>Number of Receivables</u>	<u>Aggregate Statistical Contract Value</u>	<u>Percent of Aggregate Statistical Contract Value</u>
Alberta	855	\$92,148,821.42	27.53%
British Columbia	122	6,057,767.08	1.81%
Manitoba	398	34,756,203.84	10.38%
New Brunswick	50	2,528,476.93	0.76%
Newfoundland	4	180,341.14	0.05%
Nova Scotia	64	1,636,936.50	0.49%
Ontario	809	41,569,702.59	12.42%
Prince Edward Island	18	784,415.96	0.23%
Quebec	493	27,720,049.54	8.28%
Saskatchewan	1,105	127,349,619.21	38.05%
<b>Total</b>	<b>3,918</b>	<b>\$334,732,334.21</b>	<b>100.00%</b>

(1) Based on billing addresses of obligors.

## Delinquencies, Repossessions and Net Losses

Set forth below is certain information concerning the experience of CNH Capital pertaining to the entire portfolio of Canadian retail agricultural, construction and other equipment finance contracts that CNH Capital and its predecessors own or service. This information includes equipment finance contracts previously sold under prior asset-backed securitizations and equipment finance contracts owing by obligors located in the Yukon Territory, the Northwest Territories and Nunavut, but excludes the impact of the financing by CNH Capital and its predecessors of non-CNH dealers and operating leases. See “Risk Factors – Certain Factors may affect Delinquencies, Repossessions and Net Losses” in this Prospectus Supplement. Percentages included in the following tables may not add up to 100.00% due to rounding.

### Historical Delinquency Experience

	At December 31,							
	2014		2013		2012		2011	
	Number of Contracts	Amounts	Number of Contracts	Amounts	Number of Contracts	Amounts	Number of Contracts	Amounts
	(Dollars in Millions)							
Number of Contracts and Loans/Principal Amount Outstanding	28,555	\$1,673.8	27,905	\$1,585.6	26,839	\$1,322.4	27,550	\$1,108.2
Delinquencies <sup>(1)</sup>								
31-60 Days	65	\$3.2	78	\$2.6	83	\$1.9	135	\$3.6
61 Days or More	25	0.8	12	0.6	27	0.7	86	1.8
<b>TOTAL</b>	<b>90</b>	<b>\$3.9</b>	<b>90</b>	<b>\$3.3</b>	<b>110</b>	<b>\$2.6</b>	<b>221</b>	<b>\$5.4</b>
Delinquencies <sup>(2)(3)</sup>								
31-60 Days	0.23%	0.19%	0.28%	0.17%	0.31%	0.15%	0.49%	0.33%
61 Days or More	0.09%	0.05%	0.04%	0.04%	0.10%	0.05%	0.31%	0.16%
<b>TOTAL</b>	<b>0.32%</b>	<b>0.23%</b>	<b>0.32%</b>	<b>0.21%</b>	<b>0.41%</b>	<b>0.20%</b>	<b>0.80%</b>	<b>0.49%</b>

(1) The “Amounts” column numbers are calculated using the aggregate principal balance of all receivables (excluding repossessions) with respect to which any amounts are delinquent (as further described in the paragraph below) for the specified period.

(2) As a percent of the number of receivables or principal amount outstanding, as applicable.

(3) The percentages are rounded to the nearest one hundredth of one percent.

A receivable is considered delinquent if a payment of more than an inconsequential amount is more than one day past due. Payments of \$50 or more are generally considered consequential. No explicit grace period is offered for payments on receivables, but in most cases, late charges are assessed when a payment is 11 days past due. Delinquent accounts are generally reported to credit bureaus at 31 days past due. Receivables are generally not re-aged.

## Historical Credit Loss/Repossession Experience

### Fiscal Years Ended December 31,

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
Average Net Portfolio Outstanding During the Period <sup>(1)</sup> .....	\$1,629.7	\$1,454.0	\$1,215.3	\$1,085.3
Repossessions as a Percent of Average Net Portfolio Outstanding <sup>(1)(2)</sup> .....	0.14%	0.15%	0.18%	0.54%
Net Losses as a Percent of Liquidations <sup>(3)(4)(5)</sup> .....	0.06%	0.07%	0.05%	0.21%
Net Losses as a Percent of Average Net Portfolio Outstanding <sup>(1)(3)(4)</sup> .....	0.03%	0.03%	0.03%	0.12%

- (1) The Average Net Portfolio Outstanding as at a year end is the average of the year end principal balances for that year and the prior year.
- (2) Repossessions represent proceeds realized in the current period from the sale of equipment repossessed in the current or prior periods.
- (3) A portion of the contracts in the portfolio provide for recourse to the related dealers. In the event of default under any such contract, the contract, or a portion of the contract, could be required to be paid by the dealer for an amount generally equal to the agreed upon recourse amount. In some cases recourse is provided for a limited term, and losses incurred after the end of such term would not be covered by the dealer.
- (4) Net losses are equal to the aggregate of the principal balances of all contracts plus any costs incurred to repossess, sell or recondition the equipment which have been charged to the contract, less any recoveries on contracts charged off in the period or prior periods.
- (5) Liquidations represent a reduction in the outstanding balances of the contracts as a result of cash payments and charge-offs.

CNH Capital has recourse to dealers on a portion of the contracts. In the event of a dealer's bankruptcy, a bankruptcy trustee, a creditor or the dealer as debtor in possession might attempt to characterize recourse sales of contracts as loans to the dealer secured by the contracts. Such an attempt, if successful, could result in payment delays or losses on the affected receivables. See "Risk Factors – Bankruptcy of an Equipment Dealer May Cause Payment Delays or Losses" in the Shelf Prospectus.

The losses shown above have been determined in accordance with the policies of CNH Capital. Generally, it is the policy of CNH Capital to treat each contract that is over 120 days past due as non-performing and non-accruing and to review each contract on a case by case basis. For receivables that are in repossession status, it is the policy of CNH Capital to recognize an estimated loss at the time of repossession. Once the related equipment is liquidated, that estimated loss is adjusted to reflect the actual loss on the contract. For our purposes, losses are recognized when the contract is initially put in repossession status, subject to subsequent adjustment as described in the preceding sentence, if any, or when the servicer has, after using all reasonable efforts to realize upon the related equipment, determined to charge-off the receivable without realizing upon the related equipment.

### WEIGHTED AVERAGE LIFE OF THE SERIES 2015-1 NOTES

As the rate of payment of principal of the Series 2015-1 Notes depends primarily on the rate of payment (including prepayments) of the principal balance of the receivables, final payment of a class of the Series 2015-1 Notes could occur significantly earlier than its final scheduled maturity date. You will bear the risk of not being able to reinvest principal payments on the Series 2015-1 Notes at yields at least equal to the yield on the Series 2015-1 Notes. See "Risk Factors – Prepayment Considerations; Reinvestment Risk" in the Shelf Prospectus.

Prepayments can be measured relative to a prepayment standard or model. The model used in this Prospectus Supplement is based on a constant prepayment rate (“CPR”). CPR is determined by the percentage of principal outstanding at the beginning of a period that prepays during that period, stated as an annualized rate. The CPR prepayment model, like any prepayment model, does not purport to be either a historical description of prepayment experience or a prediction of the anticipated rate of prepayment. The tables below have been prepared on the basis of certain assumptions, including that: (a) the receivables prepay in full at the specified CPR during such Collection Period and neither the seller nor the servicer is required to purchase any receivables from us, (b) each payment on the receivables is made on the last day of each Collection Period and each Collection Period has 30 days, (c) distributions are made on the 15th day of each month, regardless of whether such day is a business day (beginning March 15, 2015) in respect of the Series 2015-1 Notes in accordance with the description set forth under “Description of the Sale and Servicing Agreement —Distributions,” (d) the closing date occurs on February 26, 2015, (e) the servicer exercises its “clean-up” call to purchase the receivables on the earliest permitted payment date (however, this assumption is not made as to the “WAL to Maturity” numbers in the last row of each of the following tables), (f) the Specified Discount Factor is 4.25%, and (g) for the first period, the principal payment will be reduced by the Contract Value less the principal balance of the Series 2015-1 Notes. The tables indicate the projected weighted average life of each class of the Series 2015-1 Notes and set forth the percent of the initial principal balance of each class of the Series 2015-1 Notes that is projected to be outstanding after each of the payment dates shown at various CPR percentages. The weighted average life of each class of Series 2015-1 Notes is determined by (i) multiplying the amount of each principal payment on the applicable Note by the number of years from the date of issuance of such note to the related payment date, (ii) adding the results, and (iii) dividing the sum by the related initial principal amount of such note.

The tables also assume that the receivables have been aggregated into a pool with all of the receivables within the pool having the following characteristics, and that the pool has the same Contract Value and cashflow characteristics as the receivables:

<u>Contract Value</u>	<u>Weighted Average APR</u>	<u>Assumed Cutoff Date</u>
\$324,853,476.51	4.25%	January 31, 2015

The information included in the following tables represents forward-looking statements and involves risks and uncertainties that could cause actual results to differ materially from those in the forward-looking statements. The actual characteristics and performance of the receivables will differ from the assumptions used in constructing the tables below. The assumptions used are hypothetical and have been provided only to give a general sense of how the principal cash flows might behave under varying prepayment scenarios. For example, it is highly unlikely that the receivables will prepay at a constant CPR until maturity or that all of the receivables will prepay at the same CPR.

Moreover, the diverse terms of receivables within the pool could produce slower or faster principal distributions than indicated in the tables at the various CPR specified. Any difference between those assumptions and the actual characteristics and performance of the receivables, or actual prepayment experience, will affect the percentages of initial balances outstanding over time and the weighted average life of each class of Series 2015-1 Notes.

The tables below have been prepared based on the assumptions described above (including the assumptions regarding the characteristics and performance of the receivables, which will differ from the actual characteristics and performance thereof) and should be read in conjunction therewith.

**Percent of Initial Principal Amount of the Class A-1 Notes at Various CPR Percentages**

<b>Date</b>	<b>0% CPR</b>	<b>8% CPR</b>	<b>16% CPR</b>	<b>20% CPR</b>	<b>24% CPR</b>	<b>28% CPR</b>
Closing	100.00	100.00	100.00	100.00	100.00	100.00
15-Mar-15	97.56	95.99	94.29	93.39	92.44	91.45
15-Apr-15	94.23	91.15	87.84	86.09	84.26	82.35
15-May-15	91.29	86.75	81.91	79.35	76.70	73.94
15-Jun-15	86.30	80.41	74.16	70.89	67.50	64.00
15-Jul-15	81.49	74.32	66.76	62.83	58.78	54.60
15-Aug-15	77.26	68.85	60.06	55.51	50.85	46.06
15-Sep-15	71.13	61.64	51.80	46.73	41.56	36.27
15-Oct-15	64.30	53.87	43.12	37.62	32.02	26.33
15-Nov-15	62.52	50.92	39.07	33.04	26.93	20.75
15-Dec-15	59.19	46.58	33.78	27.30	20.77	14.18
15-Jan-16	56.46	42.83	29.10	22.20	15.26	8.30
15-Feb-16	54.04	39.41	24.79	17.48	10.16	2.85
15-Mar-16	50.76	35.26	19.86	12.21	4.59	0.00
15-Apr-16	47.22	30.90	14.82	6.88	0.00	0.00
15-May-16	44.14	27.02	10.28	2.05	0.00	0.00
15-Jun-16	39.06	21.40	4.25	0.00	0.00	0.00
15-Jul-16	34.07	15.93	0.00	0.00	0.00	0.00
15-Aug-16	29.54	10.93	0.00	0.00	0.00	0.00
15-Sep-16	23.40	4.58	0.00	0.00	0.00	0.00
15-Oct-16	16.46	0.00	0.00	0.00	0.00	0.00
15-Nov-16	14.56	0.00	0.00	0.00	0.00	0.00
15-Dec-16	11.08	0.00	0.00	0.00	0.00	0.00
15-Jan-17	8.21	0.00	0.00	0.00	0.00	0.00
15-Feb-17	5.60	0.00	0.00	0.00	0.00	0.00
15-Mar-17	2.21	0.00	0.00	0.00	0.00	0.00
15-Apr-17	0.00	0.00	0.00	0.00	0.00	0.00
15-May-17	0.00	0.00	0.00	0.00	0.00	0.00
15-Jun-17	0.00	0.00	0.00	0.00	0.00	0.00
15-Jul-17	0.00	0.00	0.00	0.00	0.00	0.00
15-Aug-17	0.00	0.00	0.00	0.00	0.00	0.00
15-Sep-17	0.00	0.00	0.00	0.00	0.00	0.00
15-Oct-17	0.00	0.00	0.00	0.00	0.00	0.00
15-Nov-17	0.00	0.00	0.00	0.00	0.00	0.00
15-Dec-17	0.00	0.00	0.00	0.00	0.00	0.00
15-Jan-18	0.00	0.00	0.00	0.00	0.00	0.00
15-Feb-18	0.00	0.00	0.00	0.00	0.00	0.00
15-Mar-18	0.00	0.00	0.00	0.00	0.00	0.00
15-Apr-18	0.00	0.00	0.00	0.00	0.00	0.00
15-May-18	0.00	0.00	0.00	0.00	0.00	0.00
15-Jun-18	0.00	0.00	0.00	0.00	0.00	0.00
15-Jul-18	0.00	0.00	0.00	0.00	0.00	0.00
15-Aug-18	0.00	0.00	0.00	0.00	0.00	0.00
15-Sep-18	0.00	0.00	0.00	0.00	0.00	0.00
15-Oct-18	0.00	0.00	0.00	0.00	0.00	0.00
15-Nov-18	0.00	0.00	0.00	0.00	0.00	0.00
15-Dec-18	0.00	0.00	0.00	0.00	0.00	0.00
15-Jan-19	0.00	0.00	0.00	0.00	0.00	0.00
15-Feb-19	0.00	0.00	0.00	0.00	0.00	0.00
15-Mar-19	0.00	0.00	0.00	0.00	0.00	0.00
15-Apr-19	0.00	0.00	0.00	0.00	0.00	0.00
15-May-19	0.00	0.00	0.00	0.00	0.00	0.00
15-Jun-19	0.00	0.00	0.00	0.00	0.00	0.00
15-Jul-19	0.00	0.00	0.00	0.00	0.00	0.00
15-Aug-19	0.00	0.00	0.00	0.00	0.00	0.00
15-Sep-19	0.00	0.00	0.00	0.00	0.00	0.00
<b>WAL to Call</b>	1.07	0.84	0.67	0.60	0.54	0.49
<b>WAL to Maturity</b>	1.07	0.84	0.67	0.60	0.54	0.49

**Percent of Initial Principal Amount of the Class A-2 Notes at Various CPR Percentages**

<b>Date</b>	<b>0% CPR</b>	<b>8% CPR</b>	<b>16% CPR</b>	<b>20% CPR</b>	<b>24% CPR</b>	<b>28% CPR</b>
Closing	100.00	100.00	100.00	100.00	100.00	100.00
15-Mar-15	100.00	100.00	100.00	100.00	100.00	100.00
15-Apr-15	100.00	100.00	100.00	100.00	100.00	100.00
15-May-15	100.00	100.00	100.00	100.00	100.00	100.00
15-Jun-15	100.00	100.00	100.00	100.00	100.00	100.00
15-Jul-15	100.00	100.00	100.00	100.00	100.00	100.00
15-Aug-15	100.00	100.00	100.00	100.00	100.00	100.00
15-Sep-15	100.00	100.00	100.00	100.00	100.00	100.00
15-Oct-15	100.00	100.00	100.00	100.00	100.00	100.00
15-Nov-15	100.00	100.00	100.00	100.00	100.00	100.00
15-Dec-15	100.00	100.00	100.00	100.00	100.00	100.00
15-Jan-16	100.00	100.00	100.00	100.00	100.00	100.00
15-Feb-16	100.00	100.00	100.00	100.00	100.00	100.00
15-Mar-16	100.00	100.00	100.00	100.00	100.00	97.58
15-Apr-16	100.00	100.00	100.00	100.00	99.19	92.89
15-May-16	100.00	100.00	100.00	100.00	95.10	88.63
15-Jun-16	100.00	100.00	100.00	96.67	90.02	83.49
15-Jul-16	100.00	100.00	98.73	91.88	85.17	78.60
15-Aug-16	100.00	100.00	94.44	87.51	80.74	74.15
15-Sep-16	100.00	100.00	89.26	82.34	75.61	69.09
15-Oct-16	100.00	98.08	83.73	76.89	70.27	63.88
15-Nov-16	100.00	96.05	81.34	74.37	67.65	61.19
15-Dec-16	100.00	92.95	78.07	71.06	64.34	57.90
15-Jan-17	100.00	90.30	75.23	68.17	61.42	55.00
15-Feb-17	100.00	87.87	72.61	65.50	58.73	52.32
15-Mar-17	100.00	84.94	69.60	62.50	55.77	49.42
15-Apr-17	98.81	81.84	66.51	59.45	52.79	46.52
15-May-17	96.22	79.10	63.74	56.71	50.11	43.92
15-Jun-17	92.04	75.08	59.98	53.11	46.68	40.69
15-Jul-17	88.04	71.26	56.43	49.73	43.48	37.68
15-Aug-17	84.37	67.76	53.19	46.64	40.56	34.94
15-Sep-17	79.46	63.31	49.24	42.95	37.14	31.79
15-Oct-17	73.84	58.34	44.94	38.99	33.51	28.49
15-Nov-17	72.39	56.76	43.34	37.41	31.98	27.03
15-Dec-17	69.82	54.31	41.09	35.29	29.99	25.18
15-Jan-18	67.66	52.22	39.14	33.44	28.25	23.57
15-Feb-18	65.74	50.33	37.38	31.77	26.68	22.11
15-Mar-18	63.31	48.08	35.37	29.89	24.95	20.53
15-Apr-18	60.70	45.71	33.30	27.98	23.20	18.94
15-May-18	58.35	43.58	31.43	26.25	21.63	17.52
15-Jun-18	54.77	40.54	28.92	24.00	19.62	15.74
15-Jul-18	51.45	37.73	26.62	21.94	17.79	0.00
15-Aug-18	48.12	34.96	24.37	19.93	16.02	0.00
15-Sep-18	43.95	31.59	21.73	17.62	0.00	0.00
15-Oct-18	39.17	27.83	18.84	15.12	0.00	0.00
15-Nov-18	37.81	26.62	17.80	0.00	0.00	0.00
15-Dec-18	35.41	24.67	16.26	0.00	0.00	0.00
15-Jan-19	33.42	23.03	14.97	0.00	0.00	0.00
15-Feb-19	31.69	21.60	0.00	0.00	0.00	0.00
15-Mar-19	29.42	19.82	0.00	0.00	0.00	0.00
15-Apr-19	26.91	17.88	0.00	0.00	0.00	0.00
15-May-19	24.68	16.16	0.00	0.00	0.00	0.00
15-Jun-19	21.42	0.00	0.00	0.00	0.00	0.00
15-Jul-19	18.40	0.00	0.00	0.00	0.00	0.00
15-Aug-19	15.42	0.00	0.00	0.00	0.00	0.00
15-Sep-19	0.00	0.00	0.00	0.00	0.00	0.00
<b>WAL to Call</b>	3.46	3.07	2.69	2.51	2.34	2.19
<b>WAL to Maturity</b>	3.51	3.12	2.75	2.58	2.42	2.26

**Percent of Initial Principal Amount of the Class B Notes at Various CPR Percentages**

<b>Date</b>	<b>0% CPR</b>	<b>8% CPR</b>	<b>16% CPR</b>	<b>20% CPR</b>	<b>24% CPR</b>	<b>28% CPR</b>
Closing	100.00	100.00	100.00	100.00	100.00	100.00
15-Mar-15	100.00	100.00	100.00	100.00	100.00	100.00
15-Apr-15	100.00	100.00	100.00	100.00	100.00	100.00
15-May-15	100.00	100.00	100.00	100.00	100.00	100.00
15-Jun-15	100.00	100.00	100.00	100.00	100.00	100.00
15-Jul-15	100.00	100.00	100.00	100.00	100.00	100.00
15-Aug-15	100.00	100.00	100.00	100.00	100.00	100.00
15-Sep-15	100.00	100.00	100.00	100.00	100.00	100.00
15-Oct-15	100.00	100.00	100.00	100.00	100.00	100.00
15-Nov-15	100.00	100.00	100.00	100.00	100.00	100.00
15-Dec-15	100.00	100.00	100.00	100.00	100.00	100.00
15-Jan-16	100.00	100.00	100.00	100.00	100.00	100.00
15-Feb-16	100.00	100.00	100.00	100.00	100.00	100.00
15-Mar-16	100.00	100.00	100.00	100.00	100.00	100.00
15-Apr-16	100.00	100.00	100.00	100.00	100.00	100.00
15-May-16	100.00	100.00	100.00	100.00	100.00	100.00
15-Jun-16	100.00	100.00	100.00	100.00	100.00	100.00
15-Jul-16	100.00	100.00	100.00	100.00	100.00	100.00
15-Aug-16	100.00	100.00	100.00	100.00	100.00	100.00
15-Sep-16	100.00	100.00	100.00	100.00	100.00	100.00
15-Oct-16	100.00	100.00	100.00	100.00	100.00	100.00
15-Nov-16	100.00	100.00	100.00	100.00	100.00	100.00
15-Dec-16	100.00	100.00	100.00	100.00	100.00	100.00
15-Jan-17	100.00	100.00	100.00	100.00	100.00	100.00
15-Feb-17	100.00	100.00	100.00	100.00	100.00	100.00
15-Mar-17	100.00	100.00	100.00	100.00	100.00	100.00
15-Apr-17	100.00	100.00	100.00	100.00	100.00	100.00
15-May-17	100.00	100.00	100.00	100.00	100.00	100.00
15-Jun-17	100.00	100.00	100.00	100.00	100.00	100.00
15-Jul-17	100.00	100.00	100.00	100.00	100.00	100.00
15-Aug-17	100.00	100.00	100.00	100.00	100.00	100.00
15-Sep-17	100.00	100.00	100.00	100.00	100.00	100.00
15-Oct-17	100.00	100.00	100.00	100.00	100.00	100.00
15-Nov-17	100.00	100.00	100.00	100.00	100.00	100.00
15-Dec-17	100.00	100.00	100.00	100.00	100.00	100.00
15-Jan-18	100.00	100.00	100.00	100.00	100.00	100.00
15-Feb-18	100.00	100.00	100.00	100.00	100.00	100.00
15-Mar-18	100.00	100.00	100.00	100.00	100.00	100.00
15-Apr-18	100.00	100.00	100.00	100.00	100.00	100.00
15-May-18	100.00	100.00	100.00	100.00	100.00	100.00
15-Jun-18	100.00	100.00	100.00	100.00	100.00	100.00
15-Jul-18	100.00	100.00	100.00	100.00	100.00	0.00
15-Aug-18	100.00	100.00	100.00	100.00	100.00	0.00
15-Sep-18	100.00	100.00	100.00	100.00	0.00	0.00
15-Oct-18	100.00	100.00	100.00	100.00	0.00	0.00
15-Nov-18	100.00	100.00	100.00	0.00	0.00	0.00
15-Dec-18	100.00	100.00	100.00	0.00	0.00	0.00
15-Jan-19	100.00	100.00	100.00	0.00	0.00	0.00
15-Feb-19	100.00	100.00	0.00	0.00	0.00	0.00
15-Mar-19	100.00	100.00	0.00	0.00	0.00	0.00
15-Apr-19	100.00	100.00	0.00	0.00	0.00	0.00
15-May-19	100.00	100.00	0.00	0.00	0.00	0.00
15-Jun-19	100.00	0.00	0.00	0.00	0.00	0.00
15-Jul-19	100.00	0.00	0.00	0.00	0.00	0.00
15-Aug-19	100.00	0.00	0.00	0.00	0.00	0.00
15-Sep-19	0.00	0.00	0.00	0.00	0.00	0.00
<b>WAL to Call</b>	4.55	4.30	3.97	3.72	3.55	3.39
<b>WAL to Maturity</b>	6.06	5.84	5.58	5.41	5.23	5.08

## USE OF PROCEEDS

The aggregate proceeds from the offering of the Series 2015-1 Notes will be \$324,853,000. We will apply the proceeds from the sale of the Series 2015-1 Notes to buy the receivables from CNH Capital and deposit, or cause to be deposited, the initial subordinated spread account loan from the seller into the spread account. CNH Capital will use the portion of the net proceeds received by it from the sale of the receivables to us to pay the expenses of the offering and to repay outstanding indebtedness or to purchase contracts from dealers.

## DETAILS OF THE OFFERING

*The following summarizes the material terms of the Series 2015-1 Notes and certain of the terms of the indenture pursuant to which they will be issued. The summary does not purport to be complete and is qualified in its entirety by reference to the provisions of the Series 2015-1 Notes and the indenture. The summary supplements the description of the general terms and provisions of the securities of any given series and the master trust indenture set forth in the Shelf Prospectus.*

### Issuance of Series 2015-1 Notes

The Series 2015-1 Notes will be issued under the master trust indenture and a supplemental indenture thereto (the “**series supplement**”) between us and BNY Trust Company of Canada, as indenture trustee (together, the “**indenture**”). The interest rates and the final scheduled maturity dates for the Class A-1 Notes, the Class A-2 Notes and the Class B Notes are set forth on the cover page of this Prospectus Supplement.

### Payments of Interest

Interest on the Series 2015-1 Notes will be payable on each payment date, commencing March 16, 2015. Interest will accrue for each class of Series 2015-1 Notes during each interest period at the applicable interest rate. The interest period applicable to any payment date will be the period from and including the preceding payment date (or, in the case of the initial payment date, from and including the closing date) to but excluding that payment date. Interest on the Series 2015-1 Notes will be calculated on the basis of a 365-day year and the actual number of days elapsed in a particular interest period.

If we do not pay the full amount of interest due on any class of Series 2015-1 Notes on any payment date, the amount of interest not paid will be due on the next payment date and will itself accrue interest, to the extent permitted by law, at a rate per annum equal to the interest rate on that class of Series 2015-1 Notes from that payment date to but excluding the payment date on which that interest is paid.

### Payments of Principal

Principal payments will be made to the noteholders on each payment date, in an amount generally equal to the decrease in the Pool Balance from the beginning of the prior Collection Period to the beginning of the current Collection Period. For this purpose, “**Pool Balance**” means, at any time, the sum of the aggregate Contract Values of the receivables at the beginning of a Collection Period (after giving effect to all payments received from obligors and any amounts to be remitted by the servicer or us, as the case may be, with respect to the preceding Collection Period and all losses realized on receivables liquidated during that preceding Collection Period).

These principal payments will be made on a fully sequential basis, meaning that no principal payments will be made on the Class A-2 Notes until the Class A-1 Notes have been paid in full, and no principal payments will be made on the Class B Notes until the Class A-2 Notes have been paid in full.

Principal distributions on the Series 2015-1 Notes generally are not required to the extent funds are not available for this purpose. The exception to this general rule is that the outstanding principal balance, together with all accrued and unpaid interest, with respect to each class of Series 2015-1 Notes is due and payable not later than its respective final scheduled maturity date (such date, the “**final scheduled maturity date**” for each class of Series 2015-1 Notes). The final scheduled maturity dates for the Class A-1 Notes, Class A-2 Notes and Class B Notes are the payment dates on October 16, 2017, April 15, 2021, and April 18, 2022, respectively.

Upon any prepayment in full of a receivable, the Contract Value of that receivable will be reduced to zero. This results in the inclusion in the amount of principal payable on the Series 2015-1 Notes on the related payment date of the full Contract Value of the prepaid receivable. However, in circumstances where the Contract Value of the prepaid receivable exceeded its outstanding principal balance, the principal collected through the prepayment will be less than the resulting increase to the amount of principal distributable of an amount roughly equal to the excess of the receivable’s Contract Value over its outstanding principal balance immediately prior to the prepayment. This will generally happen when the annual percentage rate of the prepaid receivable was greater than the specified discount rate used to calculate its Contract Value. See “The Receivables Pool.”

### **Subordination**

The rights of the Class A-2 noteholders to receive payments of principal are subordinated, to the extent described in this Prospectus Supplement, to the rights of the holders of Class A-1 Notes to receive payments of principal so long as the Class A-1 Notes are outstanding. The rights of the Class B noteholders to receive payments of principal and interest are subordinated, to the extent described in this Prospectus Supplement, to the rights of the holders of Class A-1 Notes and the Class A-2 Notes to receive payments of principal so long as the Class A Notes are outstanding. See “Risk Factors - Additional Risk Factors for Purchasers of Class A-2 Notes and Class B Notes” in this Prospectus Supplement.

Subordination is a credit enhancement mechanism by which payments are allocated first to more senior classes or subclasses, thereby increasing the likelihood of payment on such senior classes or subclasses. If there are not enough funds to pay interest and/or principal payments on a subordinated class or subclass, noteholders of such subordinated notes may not receive those payments in a timely manner or may experience a loss.

### **Payment Dates and Collection Periods**

Payments on the Series 2015-1 Notes will be payable on each “**payment date**”, being the 15th day of each calendar month (or, if not a business day, the next business day), beginning March 16, 2015. “**Collection Period**” means, with respect to any payment date, the calendar month preceding the calendar month in which such payment date occurs (or, in the case of the first payment date, the period from the beginning of the day after the cutoff date to and including the last day of the calendar month preceding the calendar month in which such payment date occurs).

### **Modification of Indenture**

The series supplement will provide that the indenture may, with respect to the rights of holders of the Series 2015-1 Notes, be amended with the consent of the holders of at least a majority of the outstanding principal balance of Series 2015-1 Notes and the indenture trustee. However, the following changes may not be made to the indenture without the consent of each affected holder of Series 2015-1 Notes:

- (1) any change to the due date of any instalment of principal of or interest on any Series 2015-1 Note or any reduction of the principal amount of any Series 2015-1 Note or of the interest

rate for any Series 2015-1 Note or any change to the place for or currency of any payment on any Series 2015-1 Note;

- (2) any change that impairs the right of a holder of a Series 2015-1 Note to take legal action to enforce payment under the provisions of the indenture;
- (3) any reduction in the percentage of holders of Series 2015-1 Notes, by aggregate principal balance, that is required to consent to any amendment or to any waiver of defaults or compliance with provisions of the indenture;
- (4) any modification of the provisions of the indenture regarding the voting of Series 2015-1 Notes held by CNH Capital or any of its affiliates;
- (5) any reduction in the percentage of holders of Series 2015-1 Notes, by aggregate principal balance, that is required to direct the indenture trustee to sell or liquidate the receivables if the proceeds of sale would be insufficient to pay the Series 2015-1 Notes in full, with interest;
- (6) any modification to affect the calculation of the amount of any payment of principal or interest due on the Series 2015-1 Notes or to affect the rights of holders of Series 2015-1 Notes to the benefit of any provisions for the mandatory redemption of the Series 2015-1 Notes; or
- (7) any change that adversely affects the status or priority of the lien of the indenture on any collateral.

Also, we and the indenture trustee may enter into further supplemental indentures relating to the Series 2015-1 Notes without obtaining the consent of the holders of Series 2015-1 Notes, for the purpose of:

- (i) changing the indenture or the rights of holders of Series 2015-1 Notes or any other person, if the change will not materially and adversely affect the interests of any holder of Series 2015-1 Notes or such other person, as evidenced by an opinion of counsel; or
- (ii) substituting credit enhancement for the Series 2015-1 Notes, if the Rating Agency Condition has been satisfied, or
- (iii) increasing credit enhancement for the Series 2015-1 Notes.

“**Rating Agency Condition**” shall mean, with respect to any action regarding the Series 2015-1 Notes, that (i) DBRS shall have notified the seller, the servicer and the indenture trustee in writing that such action will not result in a downgrade or withdrawal of the rating of any of the Series 2015-1 Notes with respect to which it is a rating agency, and (ii) Moody’s shall have been given at least 10 business days’ prior written notice of such action.

No amendment to the indenture which adversely affects the rights or liabilities of the trustee, the indenture trustee, the seller or the servicer may be made without the consent of such affected person.

## **Record Dates**

Payments on the Series 2015-1 Notes will be made on each payment date to holders of record as of the fourteenth day of the calendar month in which such payment date falls or, if definitive notes are issued, the close of business on the last day of the calendar month preceding such payment date.

## Optional Redemption

The servicer may exercise a “clean-up” call to purchase the receivables from and after such time as the aggregate Contract Value of the receivables declines to 10% or less of the aggregate Contract Value of the receivables as of the cutoff date. If the servicer exercises its clean-up call, we will redeem in whole, but not in part, the outstanding Series 2015-1 Notes on the payment date on which the servicer exercises its clean-up call. The redemption price will be equal to the unpaid principal amount of the Series 2015-1 Notes, plus accrued and unpaid interest thereon.

## DESCRIPTION OF THE SALE AND SERVICING AGREEMENT

*We summarize below some material terms of the sale and servicing agreement under which CNH Capital will sell us the receivables and agree to service the receivables. This description supplements the disclosure in the Shelf Prospectus under the same heading. The following summary does not include all of the terms of the sale and servicing agreement and is qualified by reference to the actual agreement.*

### The Sale and Servicing Agreement

On the closing date for the issuance of the Series 2015-1 Notes, CNH Capital will sell its entire interest in the receivables originated by it or its predecessors, including the security interests in the related financed equipment, without recourse for defaults by the obligors, to us pursuant to a sale and servicing agreement (the “**sale and servicing agreement**”) to be dated as of February 1, 2015. CNH Capital will identify each receivable in a schedule appearing as an exhibit to the sale and servicing agreement.

### The Series Accounts

Under the sale and servicing agreement, the indenture trustee will establish and maintain the following accounts for us in the name of the indenture trustee on behalf of the noteholders:

- a collection account, into which all payments made on or with respect to the receivables will be deposited (the “**collection account**”);
- a payment account for the Class A-1 Notes and the Class A-2 Notes, into which amounts available for payment to the holders of Class A Notes will be deposited and from which those payments will be made (the “**Class A payment account**”);
- a payment account for the Class B Notes, into which amounts available for payment to the holders of Class B Notes will be deposited and from which those payments will be made (the “**Class B payment account**”); and
- a spread account (the “**spread account**”).

### Eligible Investments

The following shall constitute “**eligible investments**” as specified under “Description of the Sale and Servicing Agreement — Accounts” in the Shelf Prospectus:

- (a) direct obligations of, or obligations fully guaranteed as to timely payment by, the Government of Canada or any agency or instrumentality thereof, the obligations of which are backed by the full faith and credit of the Government of Canada;
- (b) demand deposits, time deposits or certificates of deposit of any bank, trust company or other depository institution incorporated under the laws of Canada or any one of the

provinces thereof (or any domestic branch of a foreign bank) and subject to supervision and examination by federal banking institution authorities; provided, however, that at the time of the investment or contractual commitment to invest therein, the certificates of deposit or short-term deposits or the commercial paper or other short-term senior unsecured debt obligations of such bank, trust company or other depository institution shall have a credit rating of “R-1 (middle)” or higher from DBRS and “P-1” from Moody’s;

- (c) commercial paper having, at the time of the investment or contractual commitment to invest therein, a short-term credit rating of “R-1 (middle)” or higher (in the case of commercial paper of a Canadian corporation) or “R-1(high)” (in the case of asset-backed commercial paper backed by global style liquidity) from DBRS, and “P-1” from Moody’s;
- (d) investments in money market funds having a rating from each of the rating agencies in its highest investment category, including funds for which the indenture trustee or the trustee or any of their respective affiliates is an investment manager, controlling party or advisor having a rating of “AA (low)” or higher from DBRS and “Aaa” from Moody’s;
- (e) call loans and notes or bankers’ acceptances issued or accepted by any bank, trust company or other depository institution referred to in clause (b) above;
- (f) securities subject to repurchase obligations (including any tri-party repurchase obligations) where the security is a direct obligation of, or fully guaranteed by, the Government of Canada or any agency or instrumentality thereof the obligations of which are backed by the full faith and credit of the Government of Canada, in either case entered into with a bank or trust company (acting as principal) described in clause (b) above;
- (g) demand deposits in the name of the indenture trustee in any depository institution or trust company referred to in clause (b) above; and
- (h) any other investment with respect to which the Rating Agency Condition shall have been satisfied at the time of the investment therein or contractual commitment to invest therein;

provided, in each case, that such investments shall have original or remaining maturities of 30 days or less, but in no event occurring later than the payment date next succeeding the indenture trustee’s acquisition of such investments.

## **Collections**

The servicer will deposit, or cause to be deposited, all payments received on the receivables during a calendar month into the collection account within two business days after receipt and posting. However, for so long as: (a)(i) CNH Capital is the servicer and is directly or indirectly wholly-owned by CNH Industrial N.V. or any successor thereto, (ii) no servicer default has occurred and is continuing, and (iii) CNH Industrial N.V. or any successor thereto maintains a long term senior unsecured rating of at least “BBB (low)” by DBRS and at least “A2” by Moody’s, or (b) prior to ceasing daily remittances, the Rating Agency Condition shall have been satisfied, the servicer will not be required to deposit payments into the collection account until on or before the business day preceding the applicable payment date. Pending deposit into the collection account, the servicer may invest collections at its own risk and for its own benefit, and the collections will not be segregated from its own funds. If the servicer was unable to remit such funds, holders of Series 2015-1 Notes might incur a loss. See “Risk Factors – Commingling of Collections on Receivables” in this Prospectus Supplement.

## **Servicing Compensation**

The receivables will be purchased by us from the seller on a fully serviced basis and, accordingly, so long as CNH Capital or any of its affiliates is the servicer, CNH Capital shall accept as full compensation for its servicing activities under the sale and servicing agreement and as reimbursement for any expense incurred by it in connection therewith, the consideration payable by us to it as seller of the receivables under the sale and servicing agreement and the servicing fee shall be zero. As full compensation for its servicing activities hereunder, any successor servicer shall be entitled to receive payment for its out-of-pocket expenses and a monthly servicing fee equal to 1.00% per annum of the Pool Balance as of the first day of each collection period, or such greater or lesser percentage as may be agreed to by us and such successor servicer and, in the case of an increase, subject to satisfaction of the Rating Agency Condition. The servicing fee will be paid solely to the extent that there are funds available to pay it as described under “— Distributions” below.

## **Rights Upon a Servicer Default**

If a servicer default occurs and remains unremedied, the indenture trustee or holders of a majority of the outstanding principal balance of the Series 2015-1 Notes may terminate all the rights and obligations of the servicer under the sale and servicing agreement. In that event, we shall appoint a successor servicer acceptable to the indenture trustee that will succeed to all the responsibilities, duties and liabilities of the servicer under the sale and servicing agreement and will be entitled to the servicing fee. The appointment of any such successor servicer shall be subject to satisfaction of the Rating Agency Condition. If a successor servicer has not been appointed at the time when the predecessor servicer has ceased to act as servicer, the indenture trustee will automatically be appointed as successor servicer.

If the indenture trustee is unwilling or unable to act as successor servicer, it may appoint, or petition a court of competent jurisdiction for the appointment of, a successor servicer. In order to be a successor servicer, an entity must have a net worth of at least \$50,000,000 and a regular business which includes the servicing of equipment receivables. The indenture trustee may make arrangements for compensation to be paid to the successor servicer, but the compensation may in no event be greater than the servicing fee provided for under the sale and servicing agreement.

Notwithstanding the foregoing, if a servicer default occurs solely by reason of the insolvency of the servicer or the filing of a proposal or a notice of intention to file a proposal with respect to the servicer under Canadian bankruptcy laws, the right of the indenture trustee and the holders of the Series 2015-1 Notes to remove the servicer may be restricted by such bankruptcy laws. In addition, if the servicer default occurs following certain bankruptcy, reorganization or similar insolvency proceedings with respect to a servicer, the right of the indenture trustee and the holders of the Series 2015-1 Notes to remove the servicer might be restricted by bankruptcy or insolvency laws or court orders issued under those laws.

## **Distributions**

On each payment date, the servicer will cause payments on the Series 2015-1 Notes and other trust liabilities to be made from the following sources:

- the aggregate collections on the receivables during the prior Collection Period, including proceeds of liquidated receivables obtained through the sale or other disposition of the related equipment, net of expenses incurred by the servicer in connection with such liquidation and any amounts required by law to be remitted to the related obligor;
- earnings from investment of funds held in the series bank accounts;

- the aggregate purchase prices for any receivables repurchased by the seller or purchased by the servicer; and
- amounts withdrawn from the spread account for such purposes.

The aggregate funds available from these sources will be applied in the following order of priority:

- (1) to pay accrued and unpaid servicing fees to the successor servicer, if any;
- (2) to pay to the trust's administrator, the trustee and the indenture trustee, all accrued and unpaid administration and trustees' fees;
- (3) to pay to the Class A-1 noteholders and the Class A-2 noteholders, on a *pari passu* and *pro rata* basis, the amount of interest accrued on the Class A-1 Notes and the Class A-2 Notes during the prior interest period, plus any amount of interest on the Class A-1 Notes or the Class A-2 Notes that was not paid when due (and, to the extent permitted by law, any interest on that unpaid amount);
- (4) to pay principal on the Class A Notes, sequentially, in an amount equal to the excess of (x) the aggregate outstanding principal balance of the Class A Notes, over (y) the Asset Balance;
- (5) to pay to the Class B noteholders, the amount of interest accrued on the Class B Notes during the prior interest period, plus any amount of interest on the Class B Notes that was not paid when due (and, to the extent permitted by law, any interest on that unpaid amount);
- (6) to pay principal on the Series 2015-1 Notes, sequentially, in an amount equal to the Note Monthly Principal Distributable Amount;
- (7) to deposit in the spread account, to the extent necessary so that the balance in that account will not be less than the Specified Spread Account Balance; and
- (8) any remaining funds will be deposited to the spread account, after which any amounts on deposit in the spread account in excess of the Specified Spread Account Balance will be withdrawn and paid to the seller.

As used herein, with respect to any payment date:

“**Asset Balance**” means, for any payment date, the Pool Balance, in each case as of the beginning of the current collection period.

“**Note Monthly Principal Distributable Amount**” means, for any payment date, the amount necessary to reduce the outstanding principal balance of the Series 2015-1 Notes (after giving effect to payments on the Class A Notes to be made pursuant to clause (4) above), to an amount equal to the Asset Balance for such payment date, except that (a) the Note Monthly Principal Distributable Amount will not exceed the aggregate outstanding principal balance of the Series 2015-1 Notes, and (b) on the final scheduled maturity date for each class of Series 2015-1 Notes, the Note Monthly Principal Distributable Amount will at least equal the amount necessary to repay the outstanding principal balance of that class of Series 2015-1 Notes and any other class of Series 2015-1 Notes payable prior to that class of Series 2015-1 Notes.

After an event of default and acceleration of the Series 2015-1 Notes (or, if any notes remain outstanding, on and after the final scheduled maturity date for the last class of the Series 2015-1 Notes) and unless the indenture trustee has sold the collateral for the Series 2015-1 Notes, the aggregate funds available will instead be applied in the following order of priority:

- (1) to pay accrued and unpaid servicing fees to the successor servicer, if any;
- (2) to pay to the trust administrator, the trustee and the indenture trustee, all accrued and unpaid administration and trustees' fees;
- (3) to pay to the Class A-1 noteholders and the Class A-2 noteholders, on a *pari passu* basis, the amount of interest accrued on the Class A-1 Notes and the Class A-2 Notes during the prior interest period, plus any amount of interest on the Class A-1 Notes or the Class A-2 Notes that was not paid when due (and, to the extent permitted by law, any interest on that unpaid amount);
- (4) to pay principal to the Class A-1 noteholders until the outstanding principal balance of the Class A-1 Notes has been paid in full;
- (5) to pay principal to the Class A-2 noteholders until the outstanding principal balance of the Class A-2 Notes has been paid in full;
- (6) to pay to the Class B noteholders, the amount of interest accrued on the Class B Notes during the prior interest period, plus any amount of interest on the Class B Notes that was not paid when due (and, to the extent permitted by law, any interest on that unpaid amount);
- (7) to pay principal to the Class B noteholders until the outstanding principal balance of the Class B Notes has been paid in full; and
- (8) any remaining funds will be deposited to the spread account, after which any amounts on deposit in the spread account in excess of the Specified Spread Account Balance will be withdrawn and paid to the seller.

However, if an event of default has occurred and the indenture trustee has sold the collateral for the Series 2015-1 Notes and has collected any money or property through (a) proceedings to collect amounts due, (b) foreclosing on trust property, (c) exercising remedies as a secured party, or (d) selling related receivables, then such money or property will be applied in the order of priority as set forth in the second preceding paragraph, except that amounts due to the indenture trustee under the indenture and amounts due to the trustee with respect to its compensation and expenses would be paid prior to paying the amounts described under clauses (1) through (8).

You should note that, until the final scheduled maturity date for any class of Series 2015-1 Notes, the amount of principal due to noteholders will generally be limited to amounts available for that purpose. Therefore, the failure to pay principal on a class of Series 2015-1 Notes generally will not result in the occurrence of an event of default until the final scheduled maturity date for that class of Series 2015-1 Notes.

## **CREDIT ENHANCEMENT**

### **General**

The credit enhancement is intended to enhance the likelihood of receipt by the holders of Series 2015-1 Notes of the full amount of principal and interest due on their Series 2015-1 Notes and to decrease the likelihood that the holders of Series 2015-1 Notes will experience losses. The credit enhancement for the Series 2015-1 Notes generally will not provide protection against all risks of loss and will not guarantee repayment of the entire principal balance, with interest. If losses occur that exceed the amount covered by any credit enhancement, holders of Series 2015-1 Notes of any class will bear their allocable share of deficiencies. Since the credit enhancement covers more than one class of Series 2015-1 Notes, Class B Notes will be subject to the risk that the credit enhancement will be exhausted by the claims of

holders of the Class A Notes. See “Risk Factors - Additional Risk Factors for Purchasers of Class A-2 Notes and Class B Notes” in this Prospectus Supplement.

Credit enhancement for the Series 2015-1 Notes is provided by the spread account. The subordination of the Class B Notes to the Class A Notes as described herein will provide additional credit enhancement for the Class A Notes.

### **Subordination**

The rights of the Class A-2 noteholders to receive principal payments with respect to the Class A-2 Notes will be subordinated to the rights of the holders of Class A-1 Notes to the extent described herein. We will not pay principal on the Class A-2 Notes until the Class A-1 Notes have been paid in full.

The rights of the Class B noteholders to receive interest and principal payments with respect to the Class B Notes will be subordinated to the rights of the holders of Class A Notes to the extent described herein. We will not pay principal on the Class B Notes until the principal on the Class A-1 Notes and the Class A-2 Notes has been paid in full.

The protection afforded to the Class A noteholders through subordination will be provided both by the preferential right of the Class A noteholders to receive allocations or distributions from current payments on the receivables and by the establishment of the spread account.

### **Spread Account**

The servicer will establish and maintain the spread account as a trust bank account in the name of the indenture trustee for the benefit of the noteholders and the seller. On the closing date, we will make an initial deposit into the spread account of \$6,984,349.74 (2.15% of the aggregate Contract Value of the receivables as of the cutoff date). On each payment date, the servicer will transfer additional amounts into the spread account to the extent that the balance in that account would otherwise be less than the Specified Spread Account Balance, and funds are available for that purpose after other higher priority distributions.

“**Specified Spread Account Balance**” means on any payment date, the product of (i) 2.15%, and (ii) the Pool Balance as of the cutoff date; *provided, however*, that in no event will the Specified Spread Account Balance exceed the aggregate of the outstanding amounts of the Series 2015-1 Notes as of the close of business on such payment date; and *provided further, however*, that if (A) the Specified Spread Account Reduction Trigger is met on the payment date in August, 2016 or on any payment date thereafter, the percentage in clause (i) above will be reduced to 2.00% on such payment date and will remain at such percentage for each payment date thereafter unless further reduced on the payment date as provided in the following clauses (B), (C) or (D); (B) the Specified Spread Account Reduction Trigger is met on the payment date in February, 2017 or on any payment date thereafter, the percentage in clause (i) of the preceding sentence will be reduced to 1.75% on such payment date (regardless of whether the Specified Spread Account Reduction Trigger was met on the payment date in August, 2016) and will remain at such percentage for each payment date thereafter unless further reduced on the payment date as provided in the following clauses (C) or (D); (C) the Specified Spread Account Reduction Trigger is met on the payment date in August, 2017 or on any payment date thereafter, the percentage in clause (i) above will be reduced to 1.50% on such payment date (regardless of whether the Specified Spread Account Reduction Trigger was met on the payment date in August, 2016 or February, 2017) and will remain at such percentage for each payment date thereafter unless further reduced on the payment date in February, 2018 as provided in the following clause (D); and/or (D) the Specified Spread Account Reduction Trigger is met on the payment date in February, 2018 or on any payment date thereafter, the percentage in clause (i) above will be reduced to 1.15% on such payment date (regardless of whether the Specified Spread Account Reduction Trigger was met on the payment date in August, 2016, February, 2017 or August,

2017) and will remain at such percentage for each payment date thereafter. The Specified Spread Account Balance may be increased, reduced or the definition thereof otherwise modified without the consent of the noteholders *provided that* the Rating Agency Condition is satisfied with respect to any reduction of the Specified Spread Account Balance.

If the amount on deposit in the spread account on any payment date (after giving effect to all deposits or withdrawals therefrom on that payment date) is greater than the Specified Spread Account Balance for that payment date, the excess will be distributed to the seller. After the seller receives any amounts duly released from the spread account, the noteholders will not have any further claims to those amounts.

On each payment date, funds will be withdrawn from the spread account and deposited in the collection account to the extent necessary (and to the extent available) to cover any shortfall on that payment date in the funds otherwise available to pay servicing fees, administrator and trustee fees and expenses, interest due on each class of Series 2015-1 Notes, including overdue interest (and, to the extent permitted by law, any interest on that unpaid amount) and principal payable on each class of Series 2015-1 Notes (which, following an event of default and acceleration of the Series 2015-1 Notes under the indenture, will be the outstanding principal amount of the Series 2015-1 Notes) in each case on that payment date. For a more detailed description of the amount of interest and principal payable on the Series 2015-1 Notes, see “Details of the Offering—Payments of Interest” and “—Payments of Principal” above.

Funds withdrawn from the spread account and deposited in the collection account for distribution as described in the preceding paragraph will be applied in the same order of priority applicable to distributions from the collection account.

The “**Specified Spread Account Reduction Trigger**” for the payment dates in August, 2016, February, 2017, August, 2017 or February, 2018 will be met if the Average Delinquency Ratio Test and the Cumulative Net Loss Ratio Test for such payment dates are met.

The “**Average Delinquency Ratio Test**” for the payment date occurring in a month specified below will be met if the Average Delinquency Ratio for such payment date is less than the percentage specified opposite such payment date:

Payment Date	Percentage
August, 2016.....	1.75%
February, 2017.....	2.50%
August, 2017.....	3.00%
February, 2018.....	3.50%

The “**Average Delinquency Ratio**” on any payment date will be the average of the Delinquency Ratios for the preceding three calendar months. The “**Delinquency Ratio**” for any calendar month means the ratio, expressed as a percentage, of (a) the sum, for all of the receivables, of all scheduled payments that are 60 days or more past due (other than Purchased Receivables and Liquidated Receivables) as of the end of such month, determined in accordance with the servicer’s then-current practices, to (b) the Pool Balance as of the beginning of the first day of the next succeeding month.

“**Liquidated Receivable**” means any of the receivables liquidated by the servicer through the sale or other disposition of the related financed equipment or which the servicer has, after using reasonable efforts to realize upon the related financed equipment, determined to charge off.

The “**Cumulative Net Loss Ratio Test**” for the payment date occurring in a month specified below will be met if the Cumulative Net Loss Ratio for such payment date is less than the percentage specified opposite such payment date:

<b>Payment Date</b>	<b>Percentage</b>
August, 2016 .....	0.40%
February, 2017 .....	0.55%
August, 2017 .....	0.65%
February, 2018 .....	0.75%

The “**Cumulative Net Loss Ratio**” on any payment date will be the ratio, expressed as a percentage, of (a) the aggregate CNLR Realized Losses on the receivables since the cutoff date through the last day of the related calendar month, to (b) the Pool Balance as of the cutoff date.

The “**CNLR Realized Losses**” for any calendar month will be the sum of (a) for each receivable that became a Liquidated Receivable during such calendar month, the excess, if any, of (i) the principal balance plus accrued and unpaid interest on such receivable less the Write Down Amount for such receivable (if such receivable was a 180-Day Receivable or Repossessed Receivable at the time of liquidation), if any, over (ii) the liquidation proceeds received with respect to such receivable during such calendar month, (b) with respect to any receivable that became a 180-Day Receivable or a Repossessed Receivable during such calendar month, the Write Down Amount, if any, for that receivable and (c) with respect to each other 180-Day Receivable or Repossessed Receivable, the amount of the adjustment, if any, to the Write Down Amount for such receivable for the related calendar month.

The “**Write Down Amount**” for any calendar month for any 180-Day Receivable or Repossessed Receivable will be the excess of (a) the principal balance plus accrued and unpaid interest of such receivable as of the last day of the calendar month during which the receivable became a 180-Day Receivable or Repossessed Receivable, as applicable, over (b) the estimated realizable value of the receivable, as determined by the servicer in accordance with its then-current servicing procedures for the related calendar month, which amount may be adjusted to zero by the servicer in accordance with its normal servicing procedures if the receivable has ceased to be a 180-Day Receivable as provided in the definition of “180-Day Receivable.”

“**Purchased Receivable**” means a receivable purchased by the seller or the servicer from us as required or permitted by the sale and servicing agreement.

“**180-Day Receivable**” with respect to any calendar month will be any receivable as to which a scheduled payment is 180 days or more past due by the last day of such calendar month and which has not become a Liquidated Receivable or a Repossessed Receivable; *provided* that a receivable shall cease to be a 180-Day Receivable if the servicer subsequently receives payment in full of each scheduled payment that was previously 180 days or more past due.

“**Repossessed Receivable**” with respect to any calendar month will be any receivable as to which the financed equipment securing the defaulted receivable has been repossessed by the last day of such calendar month and which has not become a Liquidated Receivable.

## **RISK FACTORS**

You should carefully consider the following risk factors and the risk factors contained in the accompanying Shelf Prospectus and other information contained in this Prospectus Supplement and the accompanying Shelf Prospectus before investing in the Series 2015-1 Notes.

## **The Series 2015-1 Notes are Not Suitable Investments for All Investors**

The Series 2015-1 Notes are not a suitable investment for any investor that requires a regular or predictable schedule of payments. The Series 2015-1 Notes are complex investments that should be considered only by sophisticated investors. Only investors who, either alone or with their financial, tax and legal advisors, have the expertise to analyze the prepayment, reinvestment and default risks, the tax consequences of an investment in the Series 2015-1 Notes and the interaction of all these factors should consider investing in the Series 2015-1 Notes.

## **Commingling of Collections on Receivables**

The servicer receives and deposits collections on receivables that are included in the receivables pool into an account of the servicer that contains other funds of the servicer and amounts collected by the servicer in respect of other receivables. Generally, at this time the servicer is not required to transfer those funds to the collection account until two business days following receipt and posting. This temporary commingling of funds prior to the deposit of collections into the collection account may result in a delay or reduction in the amounts available to make payments on the Series 2015-1 Notes if, in the event of a bankruptcy or insolvency of the servicer, the servicer or the trustee in bankruptcy of the servicer is unable to specifically identify those funds and there are competing claims on those funds by other creditors of the servicer.

In addition, if the conditions permitting the Servicer to cease making daily remittances are met, and the Servicer is only required to deposit collections into the collection account on or prior to the business day preceding the applicable payment date, this commingling risk may be increased due to a greater amount of commingling time and amounts that may be commingled.

## **Certain Factors may affect Delinquencies, Repossessions and Net Losses**

Delinquencies, repossessions and net losses on agricultural equipment finance contracts may be affected by weather conditions such as flood and drought, commodity market prices and the level of farmers' income. Delinquencies, repossessions and net losses on construction equipment finance contracts may be affected by interest rates, housing starts and consumer confidence. There can be no assurance that the delinquency, repossession and net loss experience on the receivables will be comparable to the historical delinquency experience of the entire portfolio of CNH Capital set forth in this Prospectus Supplement. See "Delinquencies, Repossessions and Net Losses" in this Prospectus Supplement.

## **Additional Risk Factors for Purchasers of Class A-2 Notes and Class B Notes**

Repayment of the principal amount of the Class A-2 Notes will not be made until all principal on the Class A-1 Notes has been fully paid. If funds are insufficient to pay this amount, a holder of the Class A-2 Notes would lose some or all of its initial investment in the Class A-2 Notes. Following the occurrence of an event of default in respect of the Series 2015-1 Notes that results in the acceleration of the Series 2015-1 Notes, no payments of principal will be made on the Class A-2 Notes until all principal of the Class A-1 Notes has been paid in full.

The Class B Notes will serve as enhancement for the Class A Notes. Repayment of the principal amount of the Class B Notes will not be made until all principal and accrued interest on the Class A Notes and all interest on the Class B Notes has been fully paid. If funds are insufficient to pay these amounts, a holder of the Class B Notes would lose some or all of its initial investment in the Class B Notes. Following the occurrence of an event of default in respect of the Series 2015-1 Notes that results in the acceleration of the Series 2015-1 Notes, no payments of interest or principal will be made on the Class B Notes until all interest on, and principal of, the Class A Notes have been paid in full.

## RATINGS

We will not issue the Class A-1 Notes and the Class A-2 Notes offered hereby unless they are rated in the highest rating category for long-term obligations by each of DBRS and Moody's (i.e., "AAA(sf)" by DBRS and "Aaa(sf)" by Moody's).

We will not issue the Class B Notes offered hereby unless they are rated at least "A(sf)" by DBRS and at least "A2(sf)" by Moody's.

The (sf) subscript is assigned to all issues to which a regulation requires the assignment of an additional symbol which distinguishes a structured finance instrument or obligor from any other instrument or obligor. The additional of this subscript to a credit rating does not otherwise change the definition of that rating and does not change the rating agency's opinion about the issue's creditworthiness.

Any reference herein to "**rating agencies**" with respect to securities issued by us means only those rating agencies whom we have solicited to provide ratings of our securities and does not include any rating agency that is providing an unsolicited rating of any of our securities.

We cannot assure you that a rating agency will maintain its rating if circumstances change. If a rating agency changes its rating, no one has any obligation to provide additional credit enhancement or restore the original rating.

A rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by either of the rating agencies. The ratings assigned to the Series 2015-1 Notes on the date of their issuance are set out on the cover page of this Prospectus Supplement. There is no assurance that a rating will remain for any given period of time or that a rating will not be lowered or withdrawn entirely by a rating agency if in its judgment circumstances so warrant. A revision or withdrawal of such rating may have an adverse effect on the market price of the Series 2015-1 Notes. The rating of the Series 2015-1 Notes is not a recommendation to buy, sell or hold the Series 2015-1 Notes, inasmuch as such ratings do not comment as to market price or suitability for a particular investor.

There can be no assurance that any rating agency not requested to rate the Series 2015-1 Notes will nonetheless assign a rating to the Series 2015-1 Notes and, if so, what such rating or ratings would be. A rating assigned to the Series 2015-1 Notes by a rating agency that has not been requested by us to do so may be lower than the rating assigned thereto by any of the rating agencies.

**DBRS Ratings.** Obligations rated "AAA" are of the highest credit quality, and the capacity for payment is exceptionally high and unlikely to be adversely affected by future events. "AAA" is the highest rating assigned by DBRS to long-term obligations. Obligations rated "A" are of good credit quality, and the capacity for payment is substantial, but are of lesser credit quality than obligations rated "AA" and may be vulnerable to future events, although qualifying negative factors are considered manageable.

DBRS has one ratings category, "AA" that ranks below the rating category on the Class A Notes and above the rating category on the Class B Notes. Obligations rated "AA" are of superior credit quality, and the capacity for payment of financial obligations is considered high. Credit quality of such obligations differs from obligations rated "AAA" only to a small degree and they are unlikely to be significantly vulnerable to future events.

DBRS has seven ratings categories, ranging from "BBB" to "D" that rank below the rating category on the Class B Notes. Obligations rated "BBB" are of adequate credit quality and the capacity for payment is considered acceptable but may be vulnerable to future events. Five of the lower ranking ratings categories, ranging from "BB" to "C", are assigned to obligations which are regarded as having speculative characteristics and are considered to be subject to uncertainties or vulnerability to future

events, in each case of varying degrees. When an issuer has filed under any applicable bankruptcy, insolvency or winding up statute or there is a failure to satisfy an obligation after the exhaustion of grace periods, a downgrade of that issuer's obligations to "D" may occur. The ratings from "AA" to "C" may be placed into subcategories by the addition of the word "(high)" or "(low)" which indicates the relative standing within the particular rating category. If a rating has not been placed into either such subcategory, this indicates that the rating ranks in the middle range of the particular rating category.

**Moody's Ratings.** Obligations that are rated "Aaa" are judged to be of the highest quality with minimal credit risk. "Aaa" is the highest rating assigned by Moody's to long-term obligations. Obligations rated "A" are judged to be of upper-medium grade and are subject to low credit risk.

Moody's has one ratings category, "Aa" that ranks below the rating category on the Class A Notes and above the ratings category on the Class B Notes. Obligations rated "Aa" are judged to be of high quality and are subject to very low credit risk.

Moody's has six ratings categories that rank below the rating category on the Class B Notes. These lower ranking ratings categories range from "Baa" to "C" and are assigned to obligations that have speculative characteristics of varying degrees. The ratings from "Aa" through "Caa" may have the numerical modifiers 1, 2 and 3 applied to them. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category, the modifier 2 indicates a mid-range ranking and the modifier 3 indicates a ranking in the lower end of the generic rating category.

Long-term ratings assigned to the Series 2015-1 Notes by DBRS provide an opinion of DBRS on the risk of default; that is, the risk that an issuer will fail to satisfy its financial obligations in accordance with the terms under which an obligation has been issued. Long-term ratings assigned to the Series 2015-1 Notes by Moody's primarily address the expected credit loss an investor might incur on or before the legal final maturity of such obligations vis-à-vis a defined promise. As such, these ratings incorporate Moody's assessment of the default probability and loss severity of the obligations.

A rating for a class of notes is based primarily on the adequacy of the collateral securing the Series 2015-1 Notes. In addition, the ratings take into consideration the capacity of those parties in a key support relationship to the Trust and the degree of covenant protection available to investors as contained in the Material Contracts listed in the Shelf Prospectus and this Prospectus Supplement. See "Material Contracts" in the Shelf Prospectus and this Prospectus Supplement. However, the rating agencies do not evaluate, and the ratings do not address, the likelihood that the outstanding principal or the Series 2015-1 Notes will be paid in full by the applicable final scheduled maturity date. The ratings also do not address the possibility of the occurrence of a related event of default, which could result in the partial or complete repayment of the outstanding principal amount of the Series 2015-1 Notes prior to the applicable final scheduled maturity date.

## **PLAN OF DISTRIBUTION**

Under the terms and subject to the conditions contained in an underwriting agreement (the "**Underwriting Agreement**") entered into by us, CNH Capital, the trustee and the Underwriters, the Underwriters have severally agreed to purchase and we have agreed to sell the respective aggregate principal amounts of each class of Series 2015-1 Notes indicated opposite the names of the Underwriters:

	<b>Class A-1 Notes</b>
<b><u>Name</u></b>	
RBC Dominion Securities Inc. ....	\$63,900,000
BMO Nesbitt Burns Inc. ....	\$56,800,000
Merrill Lynch Canada Inc. ....	\$10,650,000
TD Securities Inc. ....	\$10,650,000
Total .....	<u>\$142,000,000</u>

	<b>Class A-2 Notes</b>
<b><u>Name</u></b>	
RBC Dominion Securities Inc. ....	\$79,214,400
BMO Nesbitt Burns Inc. ....	\$70,412,800
Merrill Lynch Canada Inc. ....	\$13,202,400
TD Securities Inc. ....	\$13,202,400
Total .....	<u>\$176,032,000</u>

	<b>Class B Notes</b>
<b><u>Name</u></b>	
RBC Dominion Securities Inc. ....	\$3,410,500
BMO Nesbitt Burns Inc. ....	\$3,410,500
Total .....	<u>\$6,821,000</u>

The Underwriters have severally agreed to purchase and we have agreed to sell the Series 2015-1 Notes at par. The total consideration to us for the Series 2015-1 Notes will be \$324,853,000, payable by wire transfer against delivery of the Series 2015-1 Notes on or about February 26, 2015, or on another date as may be agreed upon by us and RBC Dominion Securities Inc., on behalf of the Underwriters, but in any event, not later than March 3, 2015, subject to compliance with all necessary legal requirements and conditions in the Underwriting Agreement. The Underwriting Agreement provides that the seller will pay the Underwriters a fee in consideration for their services in connection with the offering of the Series 2015-1 Notes. If the Class B Notes are purchased by CNH Capital on the closing of this offering, the underwriting fees for the Class B Notes will be zero.

The Series 2015-1 Notes will not be listed on any securities or stock exchange. The issue of Series 2015-1 Notes is a new issue of securities with no established trading market. The Series 2015-1 Notes have not been, and will not be, registered under the U.S. Securities Act or under the securities laws of any state of the United States, and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons (within the meaning of Regulation S) unless an exemption from the registration requirements of such laws is available. The Series 2015-1 Notes are being offered by this Prospectus Supplement outside the United States to non-U.S. persons (within the meaning of Regulation S under the U.S. Securities Act) in reliance on Regulation S. The Series 2015-1 Notes are being offered concurrently but separately within the United States to “qualified institutional buyers” (as defined in Rule 144A) in reliance on Rule 144A. Each Underwriter has agreed that all offers and sales of the Series 2015-1 Notes in the United States or to, or for the account or benefit of, U.S. persons will be made only to “qualified institutional buyers”, in transactions not requiring registration under the U.S. Securities Act or the securities laws of any state of the United States in reliance on Rule 144A. In addition, during the 40-day period following the commencement of the offering of the Series 2015-1 Notes, any offer or sale of the notes within the United States by any dealer (whether or not participating in the offering of the Series 2015-1 Notes) that is not made in accordance with an exemption from the registration requirements of the U.S. Securities Act may violate the registration requirements of the U.S. Securities Act.

The Series 2015-1 Notes will be offered at prices to be negotiated between each purchaser and the applicable Underwriters. Accordingly, the price at which the Series 2015-1 Notes will be offered and sold to purchasers may vary as between purchasers and during the period of distribution of such Series 2015-1 Notes. The overall compensation of the applicable Underwriters of a class will increase or decrease by the amount by which the aggregate price paid for the Series 2015-1 Notes of a class by purchasers exceeds, or is less than, the aggregate price paid by the applicable Underwriters to us for the Series 2015-1 Notes of that class.

The Underwriting Agreement may be terminated at the discretion of the Underwriters on the basis of their assessment of the state of the financial markets and may also be terminated upon the occurrence of certain stated events. Under the Underwriting Agreement, the Underwriters are, subject to the conditions of the Underwriting Agreement, obligated to take up and pay for all of the Series 2015-1 Notes if any of the Series 2015-1 Notes are purchased. We are not obligated to sell less than all of the Series 2015-1 Notes.

The offering of Series 2015-1 Notes is being made concurrently in all the provinces of Canada.

There is no market through which the Series 2015-1 Notes may be sold and you may not be able to resell Series 2015-1 Notes purchased under this Prospectus Supplement. This may affect the pricing of the Series 2015-1 Notes in the secondary market, the transparency and availability of trading prices, the liquidity of the Series 2015-1 Notes and the extent of issuer regulation. The Underwriters currently intend to make a market in the classes of Series 2015-1 Notes purchased by them, but they are under no obligation to do so. There can be no assurance that a secondary market will develop or that, if a secondary market does develop, it will provide you with liquidity or that it will continue for the life of the Series 2015-1 Notes purchased.

The Underwriters may effect transactions that stabilize or maintain the price of the classes of Series 2015-1 notes purchased by them at a level different from that which might otherwise prevail in an open market. Such transactions, if commenced, may be discontinued at any time. Neither we nor any of the Underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the prices of the Series 2015-1 Notes. In addition, neither we nor any of the Underwriters described above make any representation that the Underwriters will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

From time to time, some of the Underwriters and their affiliates have provided, and may continue to provide, investment banking services to CNH or its affiliates. In addition, RBC Dominion Securities Inc. has acted as financial advisor in obtaining the provisional ratings of the Series 2015-1 Notes by the rating agencies.

CNH Capital has agreed to indemnify the Underwriters against certain liabilities, including liabilities under Canadian provincial securities legislation or to contribute to payments which such Underwriters may be required to make in respect of these liabilities.

## **CANADIAN FEDERAL INCOME TAX CONSIDERATIONS**

The following is a summary, as of the date hereof, of the principal Canadian federal income tax considerations generally applicable to a holder of Series 2015-1 Notes in respect of the acquisition, holding and disposition of Series 2015-1 Notes purchased pursuant to this Prospectus Supplement who, for the purposes of the Tax Act and at all relevant times, is, or is deemed to be, resident in Canada, deals at arm's length with us and the Underwriters and is not affiliated with us, is not a financial institution (as defined in subsection 142.2(1) of the Tax Act), is not a person or a partnership an interest in which would be a tax shelter investment (as defined in the Tax Act), is not a person that reports its Canadian tax results (as defined in the Tax Act) in a currency other than Canadian currency, does not enter into a "derivative

forward agreement” (as defined in the Tax Act) with respect to the Series 2015-1 Notes and holds Series 2015-1 Notes as capital property (a “**Noteholder**”). Series 2015-1 Notes generally will be considered to be capital property to a Noteholder unless such Series 2015-1 Notes are held in the course of carrying on a business or as part of an adventure or concern in the nature of trade. Noteholders whose Series 2015-1 Notes might not otherwise qualify as capital property may be entitled to elect to have such Series 2015-1 Notes, and all other Canadian securities (as defined in the Tax Act) owned by such Noteholder in the taxation year in which the election is made and in all subsequent taxation years, treated as capital property by making the irrevocable election provided by subsection 39(4) of the Tax Act. Such Noteholders should consult their own tax advisors concerning this election.

This summary is based on the current provisions of the Tax Act and the Regulations, all specific proposals to amend the Tax Act and the Regulations publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof, and counsel’s understanding of the administrative and assessing practices of the Canada Revenue Agency published in writing prior to the date hereof. This summary does not otherwise take into account or anticipate any changes in law, whether by judicial, governmental or legislative decision or action, or changes in administrative or assessing practices, nor does it take into account provincial, territorial or foreign income tax considerations, which may vary from the Canadian federal income tax considerations described herein.

**This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular holder of Series 2015-1 Notes, and no representation with respect to the income tax consequences to any particular Noteholder is made. Accordingly, you should consult your own tax advisors with respect to your individual circumstances.**

## **Interest**

A Noteholder that is a corporation, partnership or unit trust, or trust of which a corporation or partnership is a beneficiary, will be required to include in computing its income for a taxation year all interest that accrues or is deemed to accrue to that Noteholder on a Series 2015-1 Note to the end of that taxation year or that becomes receivable or is received by it before the end of that year, except to the extent that such interest was included in the Noteholder’s income for a preceding taxation year.

Any other Noteholder, including an individual, will be required to include in computing its income for a taxation year all interest on a Series 2015-1 Note that is received or receivable by such Noteholder in that year (depending upon the method regularly followed by the Noteholder in computing income) to the extent that such interest was not included in computing the Noteholder’s income for a preceding taxation year.

## **Disposition**

On a disposition or a deemed disposition (which will include a redemption or repayment) of a Series 2015-1 Note in whole or in part, a Noteholder generally will be required to include in computing its income for the taxation year in which the disposition occurs all interest that has been received, has become receivable, or has accrued on the Series 2015-1 Note to the date of disposition to the extent that such interest has not otherwise been included in the Noteholder’s income for the taxation year or a previous taxation year.

Generally, a disposition or a deemed disposition of a Series 2015-1 Note will result in a capital gain (or capital loss) equal to the amount, if any, by which the proceeds of disposition, net of any amount included in the Noteholder’s income as interest and any reasonable costs of disposition, exceed (or are less than) the adjusted cost base of the Series 2015-1 Note to the Noteholder immediately before the disposition or deemed disposition. Generally, one-half of any capital gain (a “**taxable capital gain**”)

realized by a Noteholder will be included in the Noteholder's income in the year of disposition. Subject to the detailed rules in the Tax Act, a Noteholder is required to deduct one-half of any capital loss (an "allowable capital loss") realized by the Noteholder in a taxation year from taxable capital gains realized by the Noteholder in the year, and allowable capital losses in excess of taxable capital gains may be carried back up to three taxation years or forward indefinitely and deducted against net taxable capital gains realized in those other years.

### **Refundable Tax**

Tax payable by a Noteholder that is throughout the year a "Canadian controlled private corporation" (as defined in the Tax Act) may include a refundable tax on "aggregate investment income" (as defined in the Tax Act), which generally includes interest income and net taxable capital gains.

### **MATERIAL CONTRACTS**

In addition to the contracts referred to under "Material Contracts" in the Shelf Prospectus, the following are the contracts which can reasonably be regarded as material to you and which, other than the sale and servicing agreement and the Underwriting Agreement, will be entered into on the closing date:

- (a) the sale and servicing agreement;
- (b) the series supplement between us and BNY Trust Company of Canada; and
- (c) the Underwriting Agreement.

These agreements may be inspected during business hours at the offices of the trustee located at 100 University Avenue, 11th Floor, Toronto, Ontario M5J 2Y1, Canada. For further information regarding CNH Capital or the transactions described in this Prospectus Supplement, contact our administrator CNH Industrial Capital Canada Ltd., c/o CNH Industrial Capital America LLC at 6900 Veterans Blvd., Burr Ridge, Illinois, 60527, U.S.A. (630) 887-2233.

### **INDEPENDENT AUDITOR**

Our auditors are Ernst & Young LLP, 222 Bay Street, Toronto, Ontario M5K 1J7, Canada. Ernst & Young LLP is independent with respect to the Trust within the meaning of the Rules of Professional Conduct of the Institute of Chartered Professional Accountants of Ontario.

### **PROMOTER**

CNH Capital has taken the initiative in organizing our business and as such may be considered our "**promoter**" within the meaning of the securities legislation of certain provinces of Canada. CNH Capital has agreed to pay the expenses of this offering and the Underwriter's fees. Accordingly, we will receive the gross proceeds of this offering. CNH Capital is entitled to a fee for administrative services it provides to us in its capacity as our Administrator. CNH Capital will act as the servicer of the Receivables. See "Information About the Trust" and "Important Parties" in the Shelf Prospectus, and "Use of Proceeds" and "Plan of Distribution" above.

### **LEGAL MATTERS**

Certain legal matters in connection with this offering will be passed upon for us by Osler, Hoskin & Harcourt LLP, and for the Underwriters by Bennett Jones LLP. The partners and associates of Osler, Hoskin & Harcourt LLP, as a group, and the partners and associates of Bennett Jones LLP, as a group,

each beneficially own, directly or indirectly, less than 1% of our securities as of the date of this Prospectus Supplement.

### **STATUTORY RIGHTS OF WITHDRAWAL AND RESCISSION**

Securities legislation in certain of the provinces of Canada provides purchasers with the right to withdraw from an agreement to purchase securities. This right may be exercised within two business days after receipt or deemed receipt of a prospectus and any amendment, irrespective of the determination at a later date of the purchase price of the securities distributed. In several of the provinces, the securities legislation further provides a purchaser with remedies for rescission or, in some jurisdictions, revisions of the price or damages if the prospectus and any amendment contains a misrepresentation or is not delivered to the purchaser, provided that the remedies for rescission, revision of the price or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province for the particulars of these rights or consult with a legal advisor.

## **CERTIFICATE OF THE TRUST AND THE PROMOTER**

Dated: February 18, 2015

The short form prospectus, together with the documents incorporated in the prospectus by reference, as supplemented by the foregoing, constitutes full, true and plain disclosure of all material facts relating to the securities offered by the prospectus and this supplement as required by the securities legislation of each of the provinces of Canada.

CNH CAPITAL CANADA RECEIVABLES TRUST,  
by its Administrator,  
CNH INDUSTRIAL CAPITAL CANADA LTD.

(signed) Steven Bierman  
Chairman

(signed) Andrea Paulis  
Treasurer

CNH INDUSTRIAL CAPITAL CANADA LTD.  
(as Promoter)

(signed) Andrea Paulis  
Treasurer

## CERTIFICATE OF THE UNDERWRITERS

Dated: February 18, 2015

To the best of our knowledge, information and belief, the short form prospectus, together with the documents incorporated in the prospectus by reference, as supplemented by the foregoing, constitutes full, true and plain disclosure of all material facts relating to the securities offered by the prospectus and this supplement as required by the securities legislation of each of the provinces of Canada.

RBC DOMINION SECURITIES INC.

By (signed): Nur Khan

BMO NESBITT BURNS INC.

By (signed): Terry Ritchie

MERRILL LYNCH CANADA INC.

By (signed): Jamie Hancock

TD SECURITIES INC.

By (signed): Maharukh Hilloowala

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